

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
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA

REGULAR BOARD MEETING Wednesday, December 14, 2022

5:00 PM - Open Meeting
Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

Trustee Jarely Lopez attending virtually from 401 B Street, Suite 2010, San Diego, CA 92101

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

December 14, 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

Mr. Jorge Mares, Principal, Sierra Linda School, will introduce Vanessa Rosas, 4th grade student in Ms. Pilgram's class at Sierra Linda, 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 Brooklyn Moore, 5th grade student in Ms. Bakody's class at Sierra Linda School and in Spanish by Jesus Garcia, 5th grade student in Ms. Finney's class at Sierra Linda School.

A.4. Presentation by Sierra Linda School

Mr. Jorge Mares, Principal, Sierra Linda School, will provide a short presentation to the Board regarding Sierra Linda. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Recognition of Outgoing Trustee (Aguilera-Fort)

Superintendent Aguilera-Fort and the Board of Trustees will recognize Trustee Debra M. Cordes as outgoing member of the Oxnard School District Board of Trustees.

A.6. Recess (15 Minutes)

There will be a brief recess.

A.7. Oath of Office (Aguilera-Fort)

Superintendent Aguilera-Fort will administer the Oath of Office to Ms. Rose Gonzales, who was newly elected to the Oxnard School District Board of Trustees, as well as to Ms. Jarely Lopez and Ms. Veronica Robles-Solis, who were re-elected on November 8, 2022.

A.8. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.9. Organization of the Board (Aguilera-Fort)

Organization of the Board of Trustees for 2022-2023:

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

Part I:

- a. Recognition of Ms. Veronica-Robles-Solis, as outgoing President of the Board of Trustees.
- b. Election of President 2022-2023

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Part II

- c. Election of Clerk for 2022-2023

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.10. 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.11. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- OAH Case No. 2022080904
- OAH Case No. 2022100770
- 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-

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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) Appointment
 - Assistant Superintendent, Business & Fiscal Services

A.12. Reconvene to Open Session (7:00 PM)

A.13. Report Out of Closed Session

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

A.14. Schedule of Board Meetings for 2023 (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2023 and make a determination about how many Board meetings are to be held during the 2023 calendar year, and when.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.15. Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (Aguilera-Fort)

It is appropriate for the Board of Trustees to select from among its members a representative to the Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2022 Representative: Trustee Cordes

2023 Appointee: _____

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.16. Approval of Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Mitchell)

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

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, that the Board review the current representative appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and:

1. re-appoint Monica Madrigal Lopez as the 2023 Board Member Representative, or propose a new representative; and
2. re-appoint Robin S. Lefkovits as the 2023 Retiree Representative, or propose a new representative.

The third trustee is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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 - Consideration of Resolution No. 22-13: Resolution Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the Education Code Relating to the Issuance of General Obligation Bonds and Bonding Capacity, and Approving Related Documents and Actions (Mitchell/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board conduct a public hearing to satisfy the requirement that a public hearing be conducted on the issue of proposed waiver. It is further recommended that, following the public hearing, the Board adopt Resolution #22-13 authorizing submission of a General Waiver Request to the State Board of Education. This item will be presented for the Board's action later in the meeting.

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Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. Annual Williams Settlement Report 2021-2022 (DeGenna/Thomas)

The annual Williams Settlement report for the 2021-2022 fiscal year has been completed by the Ventura County Office of Education. The findings indicate that Oxnard School District provides students with sufficient instructional materials; school facilities are clean, safe, and functional; teachers have proper classroom assignments and certifications and the School Accountability Report Card is accurate. The report must be shared with the Board of Trustees during a regular Board meeting.

C.2. Certification of Signatures (Mitchell)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

C.3. Enrollment Report (Mitchell)

District enrollment as of November 30, 2022 was 14,106. This is 321 less than the same time last year.

C.4. Annual and Five-Year Developer Fee Report (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services and the Director of Finance that the Board accept the Developer Fee Report for 2016-2017 through 2021-2022 fiscal years, as presented.

C.5. Approval of Committed Fund Balance Resolution #22-12 (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-12 to establish a committed fund balance in the general fund, and authorize the Superintendent to set the amounts committed for each specified purpose.

C.6. Purchase Order/Draft Payment Report #22-04 (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 #22-04 as submitted.

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C.7. Establishment/Abolishment of Positions (Torres/Torres)

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

C.8. Personnel Actions (Torres/Torres)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.9. Approval of Amendment #1 to Agreement #22-22 – Art Trek Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #22-22 with Art Trek Inc., to add 20 staffed positions to provide enrichment programs during Oxnard School District’s Expanded Learning Programs, December 15, 2022 to June 30, 2023, in the amount of \$1,968,200.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.10. Approval of Agreement #22-165 – Hip Hop Mindset (Aguilera-Fort/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Superintendent, that the Board of Trustees approve Agreement #22-165 with Hip Hop Mindset, to provide Social Media management, content creation, and posting services for the Oxnard School District Instagram and Facebook accounts for all 21 school sites in the district, December 15, 2022 through June 30, 2023, in the amount not to exceed \$60,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #22-180 – Drumtime (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-180 with Drumtime, to provide social emotional and enrichment activities through the exploration of rhythm and beats with students as part of the Expanded Learning Opportunity Program (ELOP), December 15, 2022 through June 30, 2023, in the amount of \$25,000.00, to be paid out of ELOP Funds.

C.12. Approval of Agreement #22-182 – SELandBeyond (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-182 with SELandBeyond, to provide professional development sessions on January 6, 2023, for teachers and staff to support the Oxnard School District Expanded Learning Opportunity Program (ELOP), in the amount not to exceed \$16,298.50, to be paid out of Expanded Learning Opportunity Program Funds.

C.13. Approval of Agreement/MOU #22-184 – Kingsmen Shakespeare Company (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-184 with Kingsmen Shakespeare Company, to provide educational

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workshops/school assemblies that will allow students to learn and experience Shakespeare, December 15, 2022 through June 30, 2023, in the amount not to exceed \$48,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.14. Approval of Agreement #22-185 – Latino Film Institute/Youth Cinema Project (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-185 with the Latino Film Institute/Youth Cinema Project, to provide a second workshop for Chavez School students focused as a club for current and former YCP students during the after school program, January 1, 2023 through June 30, 2023, in the amount not to exceed \$40,183.70, to be paid out of Expanded Learning Opportunity Program Funds.

C.15. Approval of Agreement #22-190, Next Gen Community Consulting (DeGenna/Halko)

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-190 with Next Gen Community Consulting, to provide an informational evening presentation on vaping prevention and awareness for Soria School students, families, and parents along with youth advocacy training, January 19, 2023, in the amount not to exceed \$1,250.00, to be paid out of Supplemental Concentration Funds.

C.16. Approval of Agreement #22-193, Johnson Controls Fire Protection (Mitchell/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #22-193 with Johnson Controls Fire Protection, to install a fire alarm panel to replace a now obsolete panel at the Robert J. Frank Academy of Marine Science and Engineering, in the amount not to exceed \$47,500.00, to be paid out of Routine Restricted Maintenance Funds.

C.17. Approval of Agreement/MOU #22-195 – School Yard Rap (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-195 with School Yard Rap, to provide live performances at all schools in the Oxnard School District that are comprised of hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplift and celebrate diversity, January 1, 2023 through June 30, 2023, in the amount not to exceed \$130,000.00, to be paid out of Title 1 Funds.

C.18. Approval of Agreement #22-196 – Dance Masters Ballroom (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-196 with Dance Masters Ballroom, to provide enrichment instruction in Latin dance styles to students at eight school sites in the Oxnard School District, curriculum will align with the California Visual and Performing Arts Framework for Dance, January 24, 2023 through June 30, 2023, in the amount not to exceed \$325,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.19. Ratification of Amendment #1 to Agreement #22-124 – Every Special Child, LLC

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

(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 #22-124 with Every Special Child, LLC, to increase the allocation for additional supplemental staffing for the Special Education Department during the 2022-2023 fiscal year, on an “as needed” basis based on unfilled direct hire positions, in the amount not to exceed \$420,000.00, to be paid out of Special Education Funds.

C.20. Ratification of Amendment #1 to Agreement #21-141 with Construction Testing & Engineering, Inc. to Provide Additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #1 to Agreement #21-141 with Construction Testing & Engineering, Inc. for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, in the amount of \$130,037.13, to be paid under Board approved Agreement #21-141 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2022 six-month update.

C.21. Ratification of Agreement #22-178 – Art Trek Inc. (DeGenna/Anguiano)

It is the recommendation of the Principal, Chavez School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-178 with Art Trek Inc., to provide on-site/in person Art Trek Site Instructors for art lessons in grades K-8th at Chavez School, October 24, 2022 through May 22, 2023, in the amount not to exceed \$26,600.00, to be paid out of Title 1 Funds.

C.22. Ratification of Agreement #22-179 – Building Block Entertainment Inc. (DeGenna/Halko)

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-179 with Building Block Entertainment Inc., to provide two performances of “Bye Bye Bully” on Friday, December 9, 2022 for Soria students, in the amount of \$995.00, to be paid out of Supplemental Concentration Funds.

C.23. Ratification of Agreement #22-181 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-181 with the Ventura County Office of Education, to provide exceptional services that consist of support from Special Circumstances Paraeducators (SCP’s) to special education students MA102113 and JV120313 for the 2022-2023 school year, including Extended School Year, in the amount of \$20,728.45, to be paid out of Special Education Funds.

C.24. Ratification of Agreement #22-186 – 3E Consulting Group (DeGenna/Duran)

It is the recommendation of the Principal, Ramona School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-186 with 3E Consulting Group, to design and deliver customized professional learning, using an action lab design model, which includes ongoing design, implementation, and evaluation support of Professional Learning Communities for the Ramona Elementary School certificated and classified staff, August 1, 2022 through June 30, 2023, in the amount not to exceed \$8,000.00, to be paid out of Title 1 Funds.

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

- C.25. Ratification of Agreement #22-187 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-187 with the Ventura County Office of Education, to provide exceptional services that consist of support from Special Circumstances Paraeducators (SCP's) to special education students JB080313, EG061410, JV030409, JV120313, JM111710 and MA102113 for the 2022-2023 school year, including Extended School Year, in the amount of \$215,532.96, to be paid out of Special Education Funds.
- C.26. Ratification of Agreement #22-189 – 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 ratify Agreement #22-189 with Salus Campus Solutions, to provide professional development training to Oxnard School District Campus Assistants specific to Kamala School site's Comprehensive Safety Plan, October 13, 2022 through June 30, 2023, in the amount not to exceed \$20,000.00, to be paid out of Supplemental Concentration Funds.
- C.27. Ratification of Agreement #22-191 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)**
It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-191 with California Collaborative for Educational Excellence, to provide two facilitators who will work in close collaboration with Community Engagement Initiative (CEI) Lead Agency Facilitators to develop a meeting calendar, attend all meetings, plan professional development activities for Cohort II districts, host and facilitate meetings virtually or in person to improve community engaging efforts in participating districts, and complete meeting surveys and reflection documents as requested, July 1, 2022 through June 30, 2023, in the amount not to exceed \$60,000.00, funding to be provided to the Oxnard School District from the California Collaborative for Educational Excellence.
- C.28. Ratification of Agreement #22-192 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)**
It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-192 with the California Collaborative for Educational Excellence, to organize a team to participate in Peer Leading and Learning (PLLN) meetings, July 1, 2022 through June 30, 2023, in the amount not to exceed \$50,000.00, funding to be provided to the Oxnard School District from the California Collaborative for Educational Excellence.
- C.29. Ratification of Agreement #22-194– Flewelling & Moody, Inc. (Mitchell/Miller)**
It is the recommendation of the Director of Facilities, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #22-194 with Flewelling & Moody, Inc., to provide architectural, planning and engineering services to the Facilities Department for future maintenance projects, July 1, 2022 through June 30, 2023, in the amount not to exceed \$100,000.00, to be paid out of the General Fund.
- C.30. Ratification of Agreement/MOU #22-197-Ventura County Office of Education for Middle School Wellness Centers Expansion (DeGenna/Nocero)**

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

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-197 with Ventura County Office of Education, to provide additional funding to furnish wellness centers with furniture, audio-visual equipment, computer, food and snacks and all program supplies, August 1, 2022- June 30, 2023, VCOE will provide funding to Oxnard School District in an amount up to \$150,000.00.

Section D: ACTION ITEMS

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

D.1. Consideration of Request for Waiver of the Bond Capacity Limitation and Adoption of Resolution No. 22-13 Authorizing Submission of a General Waiver Request to the State Board of Education (Mitchell/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board adopt Resolution #22-13 authorizing submission of a General Waiver Request to the State Board of Education.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Annual Appointment/Re-Appointment of Measure D Citizens' Bond Oversight Committee (Mitchell)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees review the current Measure D CBOC membership, reappoint the existing members of the Committee, and appoint Mr. Gaylaird W. Christopher as a new member of the Committee.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Oxnard School District 2022-2023 First Interim Financial Report (Period Ending October 31, 2022) (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance, that the Board of Trustees approve the Oxnard School District 2022-2023 First Interim Report (Period Ending October 31, 2022), as presented.

Board Discussion:

Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of New Job Description: Special Education Teacher on Special Assignment (TOSA) (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the new job description for Special Education Teacher on Special Assignment (TOSA) , as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. First Reading - Nondiscrimination in Employment BP 4030 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the revisions to Nondiscrimination in Employment BP 4030 for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.2. First Reading - Revisions to Employee Notifications Exhibits 4112.9, 4212.9, 4312.9-E(1) (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the revisions to Employee Notifications Exhibits 4112.9, 4212.9, 4312.9-E(1) for First Reading, as presented. The revised policies will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.3. First Reading - Revisions to Civil and Legal Rights BP 4119.1, 4219.1, 4319.1 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the revisions to Civil and Legal Rights BP 4119.1, 4219.1, 4319.1 for First Reading, as presented. The policies will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.4. First Reading - Revisions to Bargaining Units BP 4140/4240/4340 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the revisions to Bargaining Units BP 4140/4240/4340 for First Reading, as presented. The revised policies will be presented for Second Reading and Adoption at the January 2023 Board meeting.

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

F.5. First Reading - Revisions to Probationary/Permanent Status BP 4216 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the revisions to Probationary/Permanent Status BP 4216 for First Reading, as presented. The revised policy will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.6. Second Reading and Adoption - Revisions to Williams Uniform Complaint Procedures AR and Exhibits 1312.4 (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the regulation and exhibit revisions to AR/E 1312.4 Williams Uniform Complaint Procedures, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

F.7. Second Reading & Adoption - Revisions to BP & AR 4119.11: Title IX Sexual Harassment (Aguilera-Fort)

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the revisions to Board Policy (BP) and Administrative Regulation (AR) 4119.11: Title IX Sexual Harassment, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

F.8. Second Reading & Adoption - New AR & E 4119.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the new Administrative Regulation (AR) and Exhibit (E) 4119.12: Title IX Sexual Harassment Complaint Procedures, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

F.9. Second Reading & Adoption - Revisions to BP & AR 4219.11: Title IX Sexual Harassment (Aguilera-Fort)

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the revisions to Board Policy (BP) and Administrative Regulation (AR) 4219.11: Title IX Sexual Harassment, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.10. Second Reading & Adoption - New AR & E 4219.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the new Administrative Regulation (AR) & Exhibit (E) 4219.12: Title IX Sexual Harassment Complaint Procedures, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.11. Second Reading & Adoption - Revisions to BP & AR 4319.11: Title IX Sexual Harassment (Aguilera-Fort)

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the revisions to Board Policy (BP) and Administrative Regulation (AR) 4319.11: Title IX Sexual Harassment, as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.12. Second Reading & Adoption - New AR & E 4319.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt

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

the new Administrative Regulation (AR) and Exhibit (E) 4319.12: Title IX Sexual Harassment Complaint Procedures, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

F.13. Second Reading & Adoption - Revisions to BP & AR 5145.7: Title IX Sexual Harassment (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve and adopt the revisions to Board Policy (BP) and Administrative Regulation (AR) 5145.7: Title IX Sexual Harassment, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section G: CONCLUSION

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

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

G.2. Trustees' Announcements (3 minutes each speaker)

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

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

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, December 9, 2022.

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

December 14, 2022

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section A: Preliminary

Recognition of Outgoing Trustee (Aguilera-Fort)

Superintendent Aguilera-Fort and the Board of Trustees will recognize Trustee Debra M. Cordes as outgoing member of the Oxnard School District Board of Trustees.

FISCAL IMPACT:

It is recommended that the Superintendent and the Board of Trustees recognize Trustee Debra M. Cordes as outgoing member of the Oxnard School District Board of Trustees.

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: December 14, 2022

Agenda Section: Section A: Preliminary

Recess (15 minutes)

There will be a brief recess.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section A: Preliminary

Oath of Office (Aguilera-Fort)

Superintendent Aguilera-Fort will administer the Oath of Office to Ms. Rose Gonzales, who was newly elected to the Oxnard School District Board of Trustees, as well as to Ms. Jarely Lopez and Ms. Veronica Robles-Solis, who were re-elected on November 8, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Superintendent administer the Oath of Office to newly elected and re-elected Board members, as outlined above.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: December 14, 2022

Agenda Section: Section A: Preliminary

Organization of the Board (Aguilera-Fort)

Organization of the Board of Trustees for 2021-2022:

Part I:

a. Recognition of Mrs. Debra M. Cordes, as outgoing President of the Board of Trustees.

b. Election of President 2021-2022

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Part II

c. Election of Clerk for 2021-2022

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Organization of the Board of Trustees for 2022-2023:

Part I:

a. Recognition of Ms. Veronica-Robles-Solis, as outgoing President of the Board of Trustees.

b. Election of President 2022-2023

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Part II

c. Election of Clerk for 2022-2023

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: December 14, 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: December 14, 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
 - OAH Case No. 2022100770
 - 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) Appointment
 - Assistant Superintendent, Business & Fiscal Services

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: December 14, 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: December 14, 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, Ed.D.

Date of Meeting: December 14, 2022

Agenda Section: Section A: Preliminary

Schedule of Board Meetings for 2023 (Aguilera-Fort)

This is the time for the Board of Trustees to discuss options for changes to the Board meeting dates or times for January through December 2023. A list of potential meeting dates is presented herewith for the Board's consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees review the list of potential Board meeting dates for 2023 and make a determination about how many Board meetings are to be held during the 2023 calendar year, and when.

ADDITIONAL MATERIALS:

Attached: [2023 Board Meeting Schedule Draft \(1 page\)](#)
[2023 Calendar \(1 page\)](#)



OXNARD SCHOOL DISTRICT
 1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

**SCHEDULE OF BOARD MEETINGS
 JANUARY – DECEMBER 2023**

(UNLESS OTHERWISE INDICATED, ALL REGULAR BOARD MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 5:00 PM)

January	18	Regular Board Meeting <i>(Note: only ONE regular meeting in January)</i>
February	1	Regular Board Meeting
February	15	Regular Board Meeting
March	1	Regular Board Meeting
March	15	Regular Board Meeting
April	19	Regular Board Meeting <i>(Note: only ONE regular meeting in April)</i>
May	3	Regular Board Meeting
May	17	Regular Board Meeting
June	7	Regular Board Meeting
June	21	Regular Board Meeting
July		No meeting in July
August	2	Regular Board Meeting
August	23	Regular Board Meeting <i>(Note: moved to 4th Weds. to avoid meeting first week of school)</i>
September	6	Regular Board Meeting
September	20	Regular Board Meeting
October	4	Regular Board Meeting
October	18	Regular Board Meeting
November	1	Regular Board Meeting
November	15	Regular Board Meeting
December	13	Regular Board Meeting – Organizational Meeting of the Board <i>(Note: only ONE regular meeting in December)</i>

The meeting schedule shown above is subject to change at any time.

Spring Break 2022-23: March 27-April 7, 2023
 Last Day of School 2022-23: June 16, 2023
 First Day of School 2023-24: August 17, 2023

Board Approved: 12/14/22

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

2023

United States

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2023 Holidays for United States

- Jan 1 New Year's Day
- Jan 2 New Year's Day (substitute day)
- Jan 16 Martin Luther King Jr. Day
- Feb 14 Valentine's Day
- Feb 20 Washington's Birthday
- Apr 18 Tax Day
- Apr 26 Administrative Professionals Day

- May 14 Mother's Day
- May 29 Memorial Day
- Jun 18 Father's Day
- Jul 4 Independence Day
- Sep 4 Labor Day
- Oct 9 Columbus Day
- Oct 31 Halloween

- Nov 10 Veterans Day (substitute day)
- Nov 11 Veterans Day
- Nov 23 Thanksgiving Day
- Nov 24 Day after Thanksgiving Day
- Dec 24 Christmas Eve
- Dec 25 Christmas Day
- Dec 31 New Year's Eve

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: December 14, 2022

Agenda Section: Section A: Preliminary

Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (Aguilera-Fort)

It is appropriate for the Board of Trustees to select from among its members a representative to the Ventura County Committee on School District Organization, to vote in the election of members to this committee.

2022 Representative: Trustee Cordes

2023 Appointee: _____

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is appropriate for the Board of Trustees to select from among its members representatives to the Ventura County Committee on School District Organization and the Budget Advisory Committee.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section A: Preliminary

Approval of Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Mitchell)

In 1992, the Board of Trustees (“Board”) established a Retiree Benefits Fund to accumulate restricted monies to cover both the annual and accumulated debt for the payment of health benefit premiums for retirees. Prior to June 25, 2003, the District set aside money for health benefits in a fiduciary trust fund. A revision in the standards of the Governmental Accounting Standards Board (GASB 34) required that the district establish a formal trust in order to continue to maintain the accumulated assets in this fiduciary trust fund.

On June 25, 2003, the Board adopted a Resolution creating and establishing the Oxnard School District Employee Health and Welfare Benefits Trust (“Trust”). The Trust, as structured, calls for the appointment of three (3) trustees (“representatives”). The Board must appoint two (2) of the three (3) representatives for a term of one (1) year. The third representative is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

On December 15, 2021, the Board appointed the following representatives to the Trust:

- Trustee Monica Madrigal Lopez, as a member of the Board of Trustees; and
- Ms. Robin S. Lefkovits, as a retiree of the Oxnard School District.

The Board directed that this item be brought back to them annually for review during their December organizational meeting.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, that the Board review the current representative appointments to the Oxnard School District Employee Health and Welfare Benefits Trust and:

1. re-appoint Monica Madrigal Lopez as the 2023 Board Member Representative, or propose a new representative; and
2. re-appoint Robin S. Lefkovits as the 2023 Retiree Representative, or propose a new representative.

The third trustee is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: December 14, 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: December 14, 2022

Agenda Section: Section B: Hearing

Public Hearing - Consideration of Resolution No. 22-13: Resolution Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the Education Code Relating to the Issuance of General Obligation Bonds and Bonding Capacity, and Approving Related Documents and Actions (Mitchell/CFW)

The District has obtained voter approvals to issue general obligation bonds for the purpose of financing the construction and improvement of educational facilities in the District in accordance with State law. State law limits the amount of outstanding bonded indebtedness an elementary school district may have as of the time of bond issuance to 1.25% of the taxable property of the school district, unless that provision has been waived by the State Board of Education pursuant to the standard waiver provisions available in the Education Code. In order to issue additional voter-approved bonds in the near future, the District will need to seek a waiver of bonding capacity, seeking revision of the limit from 1.25% to 2.15%, which amount the District's financial advisor projects will be sufficient to issue additional bonds for important facilities projects.

FISCAL IMPACT:

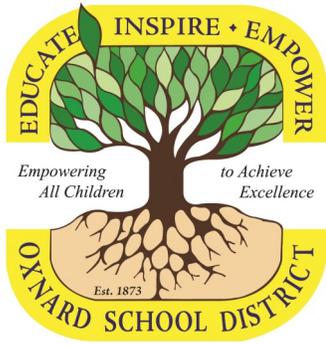
None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board conduct a public hearing to satisfy the requirement that a public hearing be conducted on the issue of proposed waiver. It is further recommended that, following the public hearing, the Board adopt Resolution #22-13 authorizing submission of a General Waiver Request to the State Board of Education. This item will be presented for the Board's action later in the meeting.

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing \(1 page\)](#)
[Resolution #22-13 \(2 pages\)](#)



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

Oxnard School District Regarding School Bonding Capacity Waiver Request

PLEASE TAKE NOTICE that pursuant to California Education Code Section 33050 that a public hearing will be held at a regular meeting of the Board of Trustees on December 14, 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.

The purpose of said hearing is to receive public comment regarding whether the District should apply to the State Board of Education for a waiver of the 1.25% assessed valuation bonding capacity limit for the purpose of issuing voter-approved general obligation bonds.

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

Posted: VC Star newspaper, District Office & OSD website 11/24/22

**OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

RESOLUTION NO. 22-13

**RESOLUTION MAKING A DETERMINATION TO SUBMIT A
WAIVER REQUEST TO THE CALIFORNIA STATE BOARD OF
EDUCATION WITH RESPECT TO CERTAIN PROVISIONS OF THE
EDUCATION CODE RELATING TO THE ISSUANCE OF GENERAL
OBLIGATION BONDS AND BONDING CAPACITY, AND
APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Oxnard School District (the "District") has obtained voter approval to issue general obligation bonds pursuant to bond elections held in the District and, pursuant to such approvals, has issued general obligation bonds and refunding general obligation bonds, and anticipates issuing additional voter-approved general obligation bonds pursuant to its existing bond authorizations; and

WHEREAS, certain provisions of the California Education Code provide that general obligation bonds may only be issued if said issuance does not cause a school district to exceed the applicable bonding capacity limitation, which for non-unified school districts including the District, is 1.25% of the taxable property of the school district; and

WHEREAS, the Board of Trustees has examined the current assessed valuations in the District and the District's outstanding general obligation bond indebtedness, and has determined that in order to issue additional bonds and obtain financing for important voter-approved school facilities projects, it is necessary for the District to pursue a waiver of the bonding capacity limit pursuant to the provisions available to it under State law; and

WHEREAS, the Education Code at Section 33050 and following (the "Waiver Law") provides a process whereby the District can, following a public hearing on the matter, seek a waiver of the application of certain provisions of the Education Code, including the provisions with respect to bonding capacity limitations; and

WHEREAS, the District has determined at this time to request from the State Board of Education, pursuant to the Waiver Law, a waiver of the application of certain sections of the California Education Code in connection with the issuance of voter-approved general obligation bonds with respect to its bonding capacity and provide financing for important voter-approved capital school facility projects; and

WHEREAS, as required pursuant to Education Code Section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following public notices by publication and posting;

NOW, THEREFORE, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the Board of Trustees so finds.

Section 2. Determination to File Waiver Request. The Board of Trustees hereby determines that it is in the best interests of the District to apply to the State Board of Education pursuant to the Waiver Law for a waiver of Education Code Section 15268 (the "Bonding Capacity Statute") which requires that the aggregate amount of general obligation bonds issued by the District may not exceed 1.25% of the taxable property of the District as shown by the last equalized assessment of Ventura County in order to provide for the issuance of authorized but unissued bonds. The Superintendent or such officer's designee is hereby authorized to complete, execute and file the waiver request seeking a waiver of the Bonding Capacity Statutes up to an amount of 2.15%, and to complete, file and prepare any applications, certifications or other related forms or necessary documentation with the State Board of Education in the forms required by the State Board of Education, and to take all necessary actions in connection therewith, with the assistance of the District's financial advisor.

Section 3. Official Actions. The President of the Board, the Superintendent, the District's Assistant Superintendent, Business and Fiscal Services and other officers of the District, including interim officials, are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District of the County of Ventura, on December 14, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board

Attest:

Clerk/Secretary of the Board

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Annual Williams Settlement Report 2021-2022 (DeGenna/Thomas)

The annual Williams Settlement report for the 2021-2022 fiscal year has been completed by the Ventura County Office of Education. The findings indicate that Oxnard School District provides students with sufficient instructional materials; school facilities are clean, safe, and functional; teachers have proper classroom assignments and certifications and the School Accountability Report Card is accurate.

The report must be shared with the Board of Trustees during a regular Board meeting.

FISCAL IMPACT:

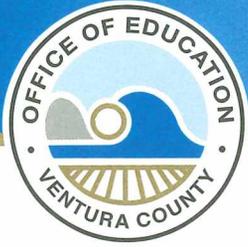
None

RECOMMENDATION:

Informational Only

ADDITIONAL MATERIALS:

Attached: [Oxnard SD Williams Annual Report 21-22 \(3 pgs\).pdf](#)



Administration

5189 Verdugo Way
Camarillo, CA 93012
805-383-1902 • FAX: 805-383-1908
www.vcoe.org

VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

November 10, 2022

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

Dear Ms. Robles-Solis:

Ventura County Office of Education has completed the annual Williams Settlement report for the 2021-22 fiscal year determining students have sufficient instructional materials, school facilities are clean, safe, and functional, teachers have proper classroom assignments and certifications, and accuracy of the School Accountability Report Card. The report is distributed to the school district governing board, County Board of Education, and County Board of Supervisors. In addition to the report, we have included a Williams Lawsuit Settlement summary.

We commend the school site staff and district administration for their commitment to ensure all students are provided with essential instructional materials and quality facilities that promote and encourage student learning.

Sincerely,

Dr. César Morales
County Superintendent of Schools

Attachments

cc: District Superintendent
District Williams Coordinator
District Chief Business Official
VCOE Deputy Superintendent

**Ventura County Office of Education
Williams Settlement Report
2021-22**

The County Superintendent of School is required by California Education Code Section 1240 to visit the schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index to ensure compliance by determining:

Instructional Materials - that all students, in grades TK-12, have standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment; and

Facilities - if there is any facility condition that poses an emergency or urgent threat to the health or safety of pupils or staff; and

School Accountability Report Card (SARC) - the school has provided accurate data for the annual school accountability report card related to sufficiency of instructional materials and safety, cleanliness, and adequacy of school facilities; and

Teacher Misassignments and Teacher Vacancies - monitoring and reviewing teacher misassignments and teacher vacancies.

School District/School	Instructional Materials	Facilities	SARC	Teachers Misassignments		Teacher Vacancies	
				Identified	Corrected	Identified	Resolved
Oxnard School District							
Chavez Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Curren Elementary	In Compliance	In Compliance	In Compliance	1	0	0	0
Driffill Elementary	In Compliance	In Compliance	In Compliance	2	0	0	0
Elm Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Harrington Elementary	In Compliance	In Compliance	In Compliance	3	0	0	0
Kamala Elementary	In Compliance	In Compliance	In Compliance	3	0	0	0
Lemonwood Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Marina West Elementary	In Compliance	In Compliance	In Compliance	2	0	0	0
McKinna Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Ramona Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Ritchen Elementary	In Compliance	In Compliance	In Compliance	2	0	0	0
Rose Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
Sierra Linda Elementary	In Compliance	In Compliance	In Compliance	0	0	0	0
R.J. Frank Academy	In Compliance	In Compliance	In Compliance	12	0	0	0
Fremont Academy	In Compliance	In Compliance	In Compliance	7	0	0	0
Dr. Manuel M. Lopez Academy	In Compliance	In Compliance	In Compliance	4	0	0	0

Ventura County Office of Education The Williams Lawsuit Settlement

The *Eliezer Williams, et al., vs. State of California, et al. (Williams)* case was filed as a class action in 2000 in San Francisco County Superior Court. The plaintiffs include nearly 100 San Francisco County students, who filed suit against the State of California and state education agencies, including the California Department of Education (CDE). The basis of the lawsuit was that the agencies failed to provide public school students with equal access to instructional materials, safe and decent school facilities, and qualified teachers.

The case was settled in 2004 in which modified Education Code. The settlement focused on the state's lowest-performing schools, defined as those ranked in deciles 1, 2 and 3 of the Academic Performance Index (API) to form a list of schools subject to the Williams monitoring.

The Williams Settlement created an expanded role for the County Superintendent of Schools to monitor and report on low-performing schools by conducting annual visits to determine that students have access to sufficient instructional materials and buildings are safe, clean, and functional. In addition, to monitor teachers have proper classroom assignments and certifications and to verify the accuracy of School Accountability Report Cards (SARC). The information is compiled in an annual report to each district's governing board, the county board of education and the county board of supervisors.

The Ventura County Office of Education visits classrooms within the schools on Williams monitoring list within the first four weeks of school to determine that students have access to sufficient instructional materials. In addition, facility visitations to the same schools are conducted to determine whether the school facilities are safe, clean and functional.

The Williams Settlement also created requirements for all schools regardless of their decile placement. It established an annual board resolution regarding the sufficiency of instructional materials in the core subject areas within the first eight weeks of school. In addition, it requires a Uniform Complaint Procedure policy to identify and resolve complaints related to instructional materials, facility conditions, and teacher vacancies and misassignments. The regulation includes posting notices in each classroom notifying parents / guardians of the complaint process. The district boards must report quarterly all complaints received and the status of resolving the complaints to County Superintendent of Schools. Also required is an annual school facilities inspection to ensure that all schools are well maintained. The sufficiency of instructional materials, the condition of school facilities, and the status of teacher misassignments and vacancies is included on the SARC.

Additional Resources

California Department of Education

<https://www.cde.ca.gov/eo/ce/wc/>

California County Superintendents Educational Services Association (CCSESA)

<https://ccsesa.org/projects/williams-settlement-oversight/>

Ventura County Office of Education

<https://www.vcoe.org/School-Business-and-Advisory-Services/Williams-Lawsuit>

Williams Legislation

SB 6 and SB 550 (Statutes of 2004)

AB 1550, AB 3001, AB 2727 (Statutes of 2004)

AB 831 (Statutes of 2005)

SB 509 (Statues of 2011)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Mitchell)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District Certification of Signatures \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Dr. Karling Aguilera-Fort, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of December 15, 2022 through June 30, 2023.

Date of Board Action: December 14, 2022

Signature: _____



Dr. Karling Aguilera-Fort,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____



Veronica Robles-Solis, _____
of the Board of Trustees

Signature: _____



Monica Madrigal Lopez, _____
of the Board of Trustees

Signature: _____



MaryAnn Rodriguez, _____
of the Board of Trustees

Signature: _____



Rose Gonzales, _____
of the Board of Trustees

Signature: _____

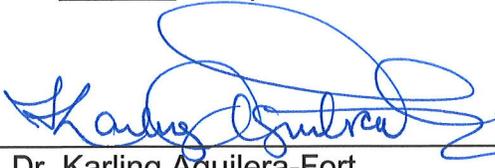


Jarely Lopez, _____
of the Board of Trustees

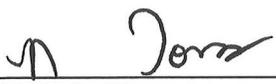
*Education Code Sections
42632, 42633

PART 2

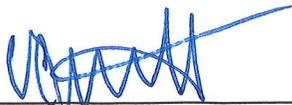
Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature:  _____
Dr. Karling Aguilera-Fort
Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature:  _____
Dr. Natalia Torres
Title: Assistant Superintendent, Human Resources

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature:  _____
Valerie Mitchell, MPPA
Title: Interim Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Page Three

Signature: _____

Dr. Anabolena DeGenna

Title: Associate Superintendent, Educational Services

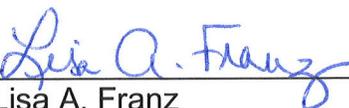
Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Mary Grandall Plasencia

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: _____

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of November 30, 2022 was 14,106. This is 321 less than the same time last year.

FISCAL IMPACT:

None.

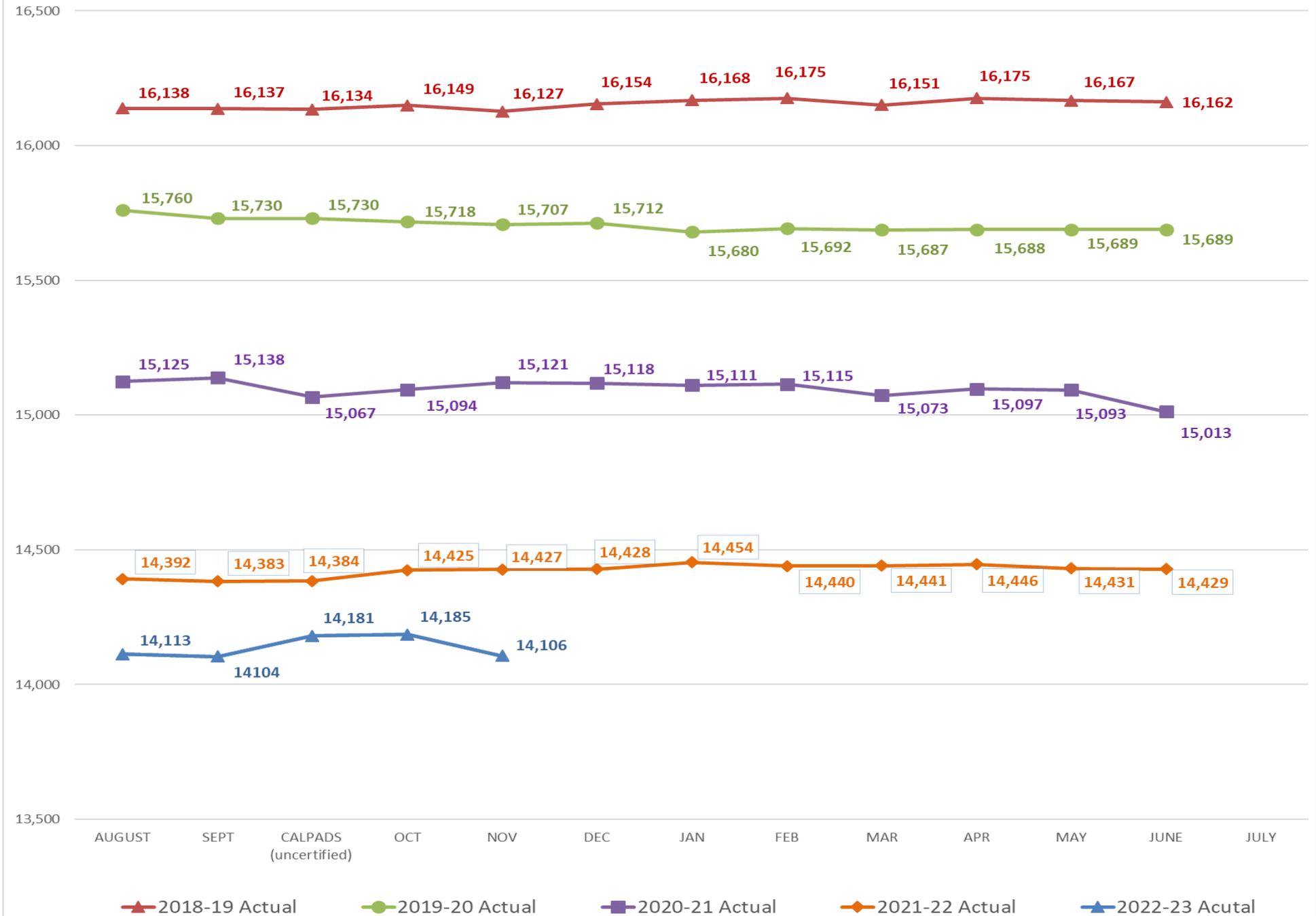
RECOMMENDATION:

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: December 14, 2022

Agenda Section: Section C: Consent Agenda

Annual and Five–Year Developer Fee Report (Mitchell/Crandall Plasencia)

Government Code 66000 et seq. requires annual and five-year reports for school fees and mitigation payments.

This report summarizes the developer fee information from the 2016-2017 fiscal year through the 2021-2022 fiscal year.

FISCAL IMPACT:

None.

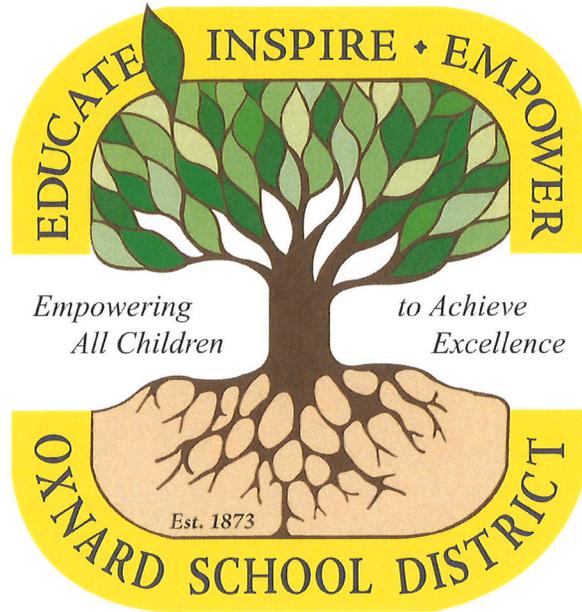
RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services and the Director of Finance that the Board accept the Developer Fee Report for 2016-2017 through 2021-2022 fiscal years.

ADDITIONAL MATERIALS:

Attached: [2021-2022 Annual & Five-Year School Facilities Fee Report \(39 pages\)](#)

OXNARD SCHOOL DISTRICT



2021-2022 ANNUAL AND FIVE YEAR SCHOOL FACILITIES FEE REPORTS 2016-2017 Through 2021-2022

Board Meeting: December 14, 2022

Presented by:
Valerie Mitchell, MPPA
Interim Assistant Superintendent, Business & Fiscal Services
and
Mary Crandall Plasencia
Director of Finance

INTRODUCTION

Government Code 66000 et. Seq. requires annual and five-year reports for school fees and mitigation payments (“developer” fees).

This report summarizes the “developer” fee information for collections, revenues, and expenditures from fiscal year 2016-2017 through fiscal year 2021-2022.

Also included are City of Oxnard's share of site acquisition and Phase I costs for Brekke School. City of Oxnard payments along with the collections of developer fees for that area are committed for payments on the \$7,265,000 Certificates of Participation issued to cover the costs of Brekke School. As of May 2020, the Brekke School COP has been prepaid in full with developer fee funds.

As a part of the H.E.R.O. Project Cooperation Agreement, Oxnard School District receives redevelopment agency taxes. These funds are restricted solely for the purpose of funding capital facilities projects for the benefit of the project area.

In Fiscal Year 2013-14 the City of Oxnard released the funding from the Seabridge Acquisition, \$8,845,416. These funds are restricted for capital facilities projects for the benefit of the school district.

Additional facilities are needed for replacing the existing temporary facilities. Developer fees are used to provide interim housing during construction and/or leasing of portables; other sources are state construction money and bond funds. Actual receipt date of state money is unknown at this time.

Any questions on information provided in this report should be directed to the Interim Assistant Superintendent of Business and Fiscal Services at (805) 385-1501, ext. 2401.

OXNARD SCHOOL DISTRICT DEVELOPER FEE REPORT SUMMARY Cumulative Revenue & Expenditures July 1, 1997 through June 2022

	Fund 251
Beginning Fund Balance as of July 1, 1997	\$174,002
Cumulative Receipts through June 30, 2022	\$57,582,329
Total Funds Available	\$57,582,329
Cumulative Expenditures through June 30, 2022	\$49,320,875
Ending Fund Balance as of June 30, 2022	\$8,261,454

Developer Fee Summary	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total
Beginning Balance	5,917,460.18	6,424,423.68	7,727,274.15	8,564,859.81	6,341,495.67	7,491,647.68	Cumulative
REVENUE:							
Interest	47,098.26	92,151.62	183,183.30	165,355.60	38,088.30	28,744.84	3,929,870.88
Developer Fees	949,793.92	1,437,783.19	709,891.14	585,920.72	608,255.47	147,125.58	21,084,409.72
Developer Fees - NCSP(Pfieler)							8,193,683.14
Developer Fees - SB50							2,132,081.67
Donations							959.63
Redevelopment Agency Taxes	359,438.01	444,285.26	476,886.62	541,569.87	655,061.70	593,936.19	6,031,115.84
Transfer for COP pymt/Haydock Gym							337,371.00
Development Fees-NWGSP							1,539,600.00
Mitigation Agreement- 5th & Patterson							2,853,512.25
Mitigation Agreement- Mandalay							1,500,000.00
Settlement Agreement-Seabridge 2/6/19			150,000.00				150,000.00
Miscellaneous	713,830.41	81,247.40					9,655,723.31
Total Revenue	2,070,160.60	2,055,467.47	1,519,961.06	1,292,846.19	1,301,405.47	769,806.61	57,582,329.45
EXPENSES:							
COP Debt Payment	469,384.25	474,510.00	482,429.94	3,355,994.72	-	659,999.55	9,825,119.53
RDA (Hero Project)							1,629,207.92
Fire/Alarm Upgrade							628,868.06
Needs Analysis/Legal	7,943.67	13,580.00	7,631.89	13,412.19	3,780.00	6,654.93	917,801.43
Refund of Developer Fees							3,785.78
CSR Expenses							1,578,040.50
Tele-Communication upgrade	920,735.36	84,056.00					1,430,920.43
iPad Deployment							10,273,746.59
P2P Preliminary Costs							1,715,290.46
Waiver Portables							36,959.62
Juan Soria School							5,445,488.22
Interim School							3,889.68
Seabridge Site	16,375.00	575.00	(575.00)				2,430,741.05
Teal Club							4,000.00
Curren		2,934.00					1,037,971.47
Drifill							236,536.89
Elm							385,752.33
Frank	44,172.00	54,637.00	57,373.00	57,373.00	57,373.00	57,373.00	1,875,864.86
Fremont	4,836.00	6,287.00	6,602.00	6,602.00	6,602.00	6,602.00	1,093,692.81
Harrington	14,406.00						98,685.97
Haydock	42,676.00	47,851.00	52,490.00	54,614.00	54,614.00	54,614.00	1,246,609.80
Chavez							966,419.20
Kamala							352,880.09
Lemonwood	13,200.00	13,530.00	39,976.25				315,178.97
Marina West							625,317.96
McAuliffe	975.00	11,523.00	10,650.40	10,636.80	10,636.80	10,636.80	205,069.40
Marshall							1,069,289.97
McKinna							274,633.09
Ramona							18,356.26
Brekke							275,298.48
Rose							163,186.34
San Miguel							290,324.70
Sierra Linda							437,021.97
Ritchen							76,559.83
Administrative Fees	28,493.82	43,134.00	25,796.73	17,577.62	18,247.66	4,413.77	1,162,862.32
Reinstate for Portable Costs is Bond Fund							1,189,503.00
Total Expenditures	1,563,197.10	752,617.00	682,375.21	3,516,210.33	151,253.46	800,294.05	49,320,874.98
Ending Balance	6,424,423.68	7,727,274.15	8,564,860.00	6,341,495.67	7,491,647.68	7,461,160.24	8,261,454.47
Commitments:							
							-
							581,000.00
							4,323,856.19

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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July 2021~

RESIDENTIAL

07/02/21	Hector Carranza	1135 South H Street	3560	203-0042-010	1,200	New ADU		3,228.00		
07/15/21	Saul Aguilar	894 Saratoga Street	5615	183-0-172-095	371	ADU	997.99			
07/15/21	Art Hernandez	110 South F Street	3270	202-0-042-110	528	ADU	1,420.32			
07/23/21	TMZN Holdings LLC - Arthur Tamaziyan	1001 & 1005 Catamaran Street	7660	196-0-031-065	3,886	New		10,453.34		

COMMERCIAL

Sub Total July 2021	\$13,681.34						13,681.34	0.00		
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Fees Exempt AB181 For July	-
Fees Paid AB181 For July	13,681.34
Fees Paid SB50 For July	-

Fees Exempt AB181 To Date:	-
Fees Paid AB181 To Date:	13,681.34
Fees Paid SB50 To Date:	-

August 2021~

RESIDENTIAL

08/12/21	Jose & Erica Partida	1121 Doris Ave	4130	200-0-172-360	114	Addition	306.66			
08/12/21	Roberto Curiel	930 Cedar Street	3670	203-0-101-205	260	ADU	699.40			
08/20/21	Rick Moraga	5200 Seabreeze Way	8720	191-0-065-115	1,302	Addition		3,502.38		
08/25/21	John Carpentieri	5353 Reef Way	8710	191-0-033-285	2,991	New		8,045.79		
08/26/21	Mission Builders Construction Services,	120 South C Street	3230	202-0-052-140	682	ADU		1,834.58		

COMMERCIAL

Sub-Total August 2021	\$13,382.75						13,382.75	0.00		
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Fees Exempt AB181 For August	-
Fees Paid AB181 For August	13,382.75
Fees Paid SB50 For August	-

Fees Exempt AB181 To Date:	-
Fees Paid AB181 To Date:	27,064.09
Fees Paid SB50 To Date:	-

SEPTEMBER 2021 ~

RESIDENTIAL

09/09/21	Juan M. Flores	1161 W. Guava Street	4340	203-0-201-345	360	ADU	968.40			
09/09/21	Juan Tapia	231 S. Marquita Street	2160	201-0-154-045	726	ADU	1,952.94			
09/09/21	Juan Tapia	231 S. Marquita Street	2160	201-0-154-045	260	Addition	699.40			
09/17/21	Aldersgate Construction, Inc.	303; 309; 315 North F Street	3260	200-0-291-345	18,231	New		49,041.39		

COMMERCIAL

Sub-Total September 2021	\$52,662.13						3,620.74	49,041.39	0.00	0.00
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Fees Exempt AB181 For September	3,620.74
Fees Paid AB181 For September	49,041.39
Fees Paid SB50 For September	-

Fees Exempt AB181 To Date:	3,620.74
Fees Paid AB181 To Date:	76,105.48
Fees Paid SB50 To Date:	-

OCTOBER 2021~

RESIDENTIAL

10/01/21	Robert and Monica Payer	5239 Sealane Way	8745	191-0-094-155	3,377	New		9,084.13
10/14/21	WH Oxnard Shores	1020 ,1022, 1030; 1032; 1034 Canal Street (Phase VII)	7660	196-0-033-295	10,298	New		27,701.62
10/14/21	Theodore L. Gerstl	2161 S. Victoria Ave	7900	188-0-013-135	230	Addition	618.70	
10/14/21	Jaime Perez	1105 South J Street	4300	203-0-032-280	499	Addition	1,342.31	
10/19/21	La Esperanza Investments LLC for Marisol Mendoza	130 Colonia Road	2642	201-0-051-010	733	New		1,971.77
10/21/21	John and Martha Ahearn	120 Bottlebrush Circle	4160	202-0-223-195	568	New		1,527.92

COMMERCIAL

Sub Total October 2021	\$42,246.45			1,961.01	40,285.44	0.00	0.00
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Fees Exemp AB181 For October	1,961.01
Fees Paid AB181 For October	40,285.44
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	5,581.75
Fees Paid AB181 To Date:	116,390.92
Fees Paid SB50 To Date	-

NOVEMBER 2021 ~

RESIDENTIAL

11/01/21	Isidro Avalos	428-1/2 South E Street	3320	202-0-086-120	414	ADU	1,113.66	
11/12/21	Claudia Rodriguez	305 Roderick Avenue	3200	200-0-242-075	364	ADU	1,059.86	
11/18/21	Diego Cortez/Blufix Design LLC	337 E. First Street	2630	201-0-111-330	1,426	New		3,835.94
12/02/21	Maria Guzman	1113 Teresa Street	2000	215-0-112-145	475	ADU	1,277.75	

COMMERCIAL

0.00

Sub-Total November 2021	\$7,287.21			3,451.27	3,835.94	0.00	0.00
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NECSP

Fees Exempt AB181 For Novembe	3,451.27
Fees Paid AB181 For November	3,835.94
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	9,033.02
Fees Paid AB181 To Date:	120,226.86
Fees Paid SB 50 To Date	-

DECEMBER 2021--

RESIDENTIAL

12/03/21	Uliysis Hernandez	1630 Diego Way	5330	181-0-093-055	754	ADU	2,028.26		ADU=704 SF + closet @ 50 SF
12/06/21	Frank Briseno	1240 Hacienda Drive	2000	215-0-284-135	135	Addition	363.15		
12/08/21	Jason Olson	1601 Evangeline Place	5350	181-0-053-135	498	ADU	1,339.62		
12/09/21	Victor Tenorio	2233 San Marino Street	2980	204-0-134-060	733	ADU	1,971.77		
12/09/21	Juan Diaz	1030 W. Robert Avenue	4120	200-0-163-355	961	Addition		2,585.09	
12/09/21	Rogelio Hernandez	405 W. Iris Street	3660	203-0-272-010	567	Addition		1,525.23	
12/14/21	Susan Cross	5221 Wavecrest Way	8725	191-0-071-015	15	Addition	40.35		
12/16/21	Laureano Topete	1640 Alturas Street	5830	183-0-363-175	483	ADU	1,299.27		
12/22/21	Melissa Kudla	1211 Indigo Place	4000	139-0-355-145	122	Addition	328.18		

COMMERCIAL

Sub-Total December 2021	\$11,480.92		7,370.60	4,110.32	0.00	0.00
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Fees Exempt AB181 For Decembe	7,370.60
Fees Paid AB181 For December	4,110.32
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	\$0.00

Fees Exempt AB181 To Date:	16,403.62
Fees Paid AB181 To Date:	124,337.18
Fees Paid SB50 To Date:	-

JANUARY 2022--

RESIDENTIAL

01/04/22	Joel & Margie Justice	2561 Greencastle Court	7920	188-0-075-045	47	Addition	126.43		
01/06/22	Jorge Mendez	346 North H Street	3260	200-0-292-210	443	ADU	1,191.67		
01/11/22	Miguel Sanchez	301 N. Driskill Street	1665	216-0-087-055	431	ADU	1,159.39		
01/13/22	David Guzman	505 E. Olive Street	2960	204-0-231-285	222	ADU	597.18		
01/14/22	Gustavo & Cathy Nevarez	565 E. Laurel Street	2950	201-0-191-220	986	Addition		2,652.34	
01/26/22	Hermila Alcantar	3531 W. Hemlock Street	6740	187-0-045-115	927	ADU		2,493.63	
01/28/22	Mr. & Mrs. Rios	128 N. F Street	3270	202-0-041-090	667	ADU	1,794.23		

COMMERCIAL

Sub-Total January 2022	\$10,014.87		4,868.90	5,145.97	0.00	0.00
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Fees Exempt AB181 For January	4,868.90
Fees Paid AB181 For January	5,145.97
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	21,272.52
Fees Paid AB181 To Date:	129,483.15
Fees Paid SB50 To Date:	-

FEBRUARY 2022 ~

RESIDENTIAL

02/07/22	Paula Zamudio	2140 Hancock Place	1920	220-0-253-085	630 ADU	1,694.70	
02/08/22	Eric Manzo	331 N. Driskill Street	1665	216-0-087-025	480 ADU	1,291.20	
02/10/22	Julieta Salinas	201 E Elm Street	2900	204-0-082-090	1443 Addition		3,881.67
02/11/22	Nadya Mahdavi Roussin	1554 Twin Tides Place	7715	188-0-191-145	134 Addition	360.46	
02/16/22	Pedro Vega	327 N. Grant Ave.	2644	201-0-053-080	499 ADU	1,342.31	
02/22/22	Heriberto Farfan	624 W. Iris St.	3660	203-0-307-105	379 ADU	1,019.51	

COMMERCIAL

Sub-Total February 2022	\$9,589.85		5,708.18	3,881.67	0.00	0.00
Fees Exempt AB181 For February	5,708.18					
Fees Paid AB181 For February	3,881.67					
Fees Paid SB50 For February	-					
Fifth & Patterson Paid for February	\$0.00					
Fees Exempt AB181 To Date:	26,980.70					
Fees Paid AB181 To Date:	133,364.82					
Fees Paid SB50 To Date:	-					

MARCH 2022~

RESIDENTIAL

03/04/22	Benjamin Contreras	451 N Kohala Street	1635	216-0-121-165	478 ADU	1,285.82	
03/07/22	Edward Castro	650 Douglas Ave	3240	200-0-232-050	748 ADU	2,012.12	
03/10/22	Eli & Betty Simental	2203 Indian Wells Court	5270	179-0-151-145	391 Addition	1,051.79	
03/16/22	Jesus Nuñez	357 E. Cedar St.	2830	204-0-074-250	489 ADU	1,315.41	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 1	2640	201-0-022-160	139 Addition	373.91	
03/17/22	Alex Medrano	458 North Hayes Ave, Unit 2	2640	201-0-022-160	533 ADU	1,433.77	
03/17/22	Alexis Soliz	1426 S J Street	4320	203-0-0101-100	500 ADU	1,345.00	
03/18/22	Bertha Zaragoza	1110 Fathom Court	6620	187-0-163-155	245 Addition	659.05	
03/18/22	Maria Romero	875 Viviana Drive	2000	215-0-123-085	465 ADU	1,250.85	
03/21/22	Carlos Lopez	1205 W. Fir Ave	4330	203-0-150-285	650 ADU	1,748.50	
03/22/22	Virgina Banister	4923 Corbina Way	8765	191-0-122-355	285 Addition	766.65	
03/22/22	Euleterio Leon	411 North Juanita Ave	2601	201-0-064-270	562 ADU	1,511.78	
03/30/22	Christine & Alice Bezares	1416 California St.	2820	204-0-073-080	748 ADU	2012.12	

COMMERCIAL

Sub-Total March 2022	\$16,766.77		16,766.77	0.00	0.00	0.00
Fees Exempt AB181 For March	16,766.77					
Fees Paid AB181 For March	-					
Fees Paid SB50 For March	-					
Fifth & Patterson Paid for March	\$0.00					
Fees Exempt AB181 To Date:	43,747.47					
Fees Paid AB181 To Date:	133,364.82					
Fees Paid SB50 To Date:	-					

April 2022 ~

RESIDENTIAL

04/08/22	Francisco Manzo	121 W Guava St	3630	203-0-222-030	900	ADU		2,421.00
04/19/22	Huelon & Lynda Lyghts	2731 W. Hill Street	5740	183-0-302-155	177	Addition	476.13	
04/19/22	Jorge Flores	1928 San Benito St.	1955	220-0-085-215	821	ADU		2,208.49
04/19/22	Pamela K. Cole	2110 Kingsbridge Way	7930	188-0-051-095	175	Addition	470.75	
04/25/22	Effie Anastassiou	2531 GreenCastle Ct	7920	188-0-075-015	1,024	Addition		2,754.56
04/27/22	Alma Rios & Daniel Aguilar	1224 Seaport Drive	4230	202-0-266-185	581	ADU	1,562.89	

COMMERCIAL

Sub-Total April 2022	\$9,893.82			2,509.77	7,384.05	0.00	0.00
Fees Exempt AB181 For April	2,509.77						
Fees Paid AB181 For April	7,384.05						
Fees Paid SB50 For April	-						
Fifth & Patterson Paid for May	0.00						
Fees Exempt AB181 To Date:	46,257.24						
Fees Paid AB181 To Date:	140,748.87						
Fees Paid SB50 To Date:	-						

MAY 2022~

RESIDENTIAL

05/05/22	Maria Isabel Gonzalez	1602 Valley Park Dr.	3620	203-0-134-090	745	ADU	2,004.05	
05/05/22	Ashley Federis	2223 San Marino St.	2980	204-0-134-050	663	Addition		1,783.47
05/09/22	Rebecca Hernandez	687 W Douglas Ave	3240	200-0-231-180	231	Addition	621.39	
05/11/22	Dina Elkinawy	1366 Neptune Square	7610	191-0-300-025	88	Addition	236.72	
05/17/22	Backyard Estates/ Adam Stewart	128 N. Garfield Ave	2630	201-0-122-150	1,000	ADU		2,690.00
05/25/22	Kevin & Eyvette Cramer	1403 Beverly Drive	4150	200-026-110	620	Addition		1,667.80
05/25/22	Lilia Robles	575 Fir Court	2910	204-0-121-085	452	ADU	1,215.88	
05/25/22	Jonathan La Rosa	1740 Capstan Dr	6740	187-0-051-205	458	ADU	1,232.02	
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	528	ADU	1,420.32	
05/31/22	Luis Enrique Juarez	247 Navarro Street	2155	201-0-156-145	500	Jr ADU	1,345.00	

COMMERCIAL

						New	0.00	
Sub-Total May 2022	\$14,216.65			8,075.38	6,141.27	0.00	0.00	
Fees Exempt AB181 For May	8,075.38							
Fees Paid AB181 For May	6,141.27							
Fees Paid SB50 For May	0							
Fifth & Patterson Paid for May	0							
Fees Exempt AB181 To Date:	54,332.62							
Fees Paid AB181 To Date:	146,890.14							
Fees Paid SB50 To Date:	-							
Fifth & Patterson Paid To Date	-							

JUNE 2022~

RESIDENTIAL

06/07/22	Pedro Vega	1431 Astoria Pl	5355	221-0-162-115	679	ADU	1,826.51
06/15/22	Mr. & Mrs. Salazar	274 E. Fir Ave.	2910	204-0-084-160	680	ADU	1,829.20

COMMERCIAL

06/13/22	Amoretti/Robert Vizzo	2340 Eastman Ave	2110	216-0-193-075	540	Addition	235.44
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New 0.00

Sub-Total June 2022	\$3,891.15		3,655.71	235.44	0.00	0.00
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Fees Exempt AB181 For June	3,655.71
Fees Paid AB181 For June	235.44
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-

Grand Totals	
Fees Exempt AB181 To Date:	57,988.33
Fees Paid AB181 To Date:	147,125.58
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

Commercial Fees (included)
Residential Fees (included)

Grand Total All	\$ 205,113.91
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REFUNDS/SETTLEMENTS/OTHER (MISC.)

Total Misc. -

2021-2022 ADJUSTED TOTAL RECEIVED	<u>\$ 147,125.58</u>
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3% Admin. Fee (GJ in June)	\$ 4,413.77
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APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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July 2020--

RESIDENTIAL

07/09/20	Judy Alva	1312 W. Juniper Street	4405	203-0-233-125	893	Addition	3,420.19			Refund 11/17/20; \$279.59; Setback Change per City: 820SF
07/20/20	JREJ Mandalay Properties LLC (Rita Weiss)	1125 Capri Way	8735	191-0-091-045	5,464	New	20,927.12			
07/21/20	Fred Mazewski	683 Mandalay Beach Road	8700	191-0-190-335	3,865	New	14,802.95			
07/28/20	WH Oxnard Shores 50 LLC	1024; 1026; 1028 S. Harbor Blvd. (Phase I)	7660	196-0-033-295	6,330	New	26,155.07			Paid with one check: \$81,789.65: overpaid - city had incorrect calculation on app.: \$1,911.17 refund due
07/28/20	WH Oxnard Shores 50 LLC	1091; 1093; 1095; 1097; 1099; 1101; 1103 Canal Street (Phase I)	7660	196-0-033-295	14,526	New	55,634.58			
07/30/20	Elisa Galvan Salazar	1850 O'Neill Place	1970		600	ADU				

COMMERCIAL

Sub Total July 2020	\$120,939.91						120,939.91		0.00	
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Fees Exempt AB181 For July	-
Fees Paid AB181 For July	120,939.91
Fees Paid SB50 For July	-

Fees Exempt AB181 To Date:	-
Fees Paid AB181 To Date:	120,939.91
Fees Paid SB50 To Date:	-

August 2020--

RESIDENTIAL

08/04/20	Samuel Avila	1807 Guava Court	3680	203-0-161-385	614	ADU				
08/20/20	Christian Lazaro	120 E. Birch Street	2820	204-0-074-030	855	Addition	3,274.65			
08/21/20	Perez, Manuel	1242 South H Street	3560	203-0-043-140	1,100	Addition	4,213.00			
08/31/20	Jorge Arriaga dba Arriaga Constru	117 West Elm Street	3620	203-0-134-050	997	Addition	3,818.51			

COMMERCIAL

Sub-Total August 2020	\$11,306.16						11,306.16		0.00	
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Fees Exempt AB181 For August	-
Fees Paid AB181 For August	11,306.16
Fees Paid SB50 For August	-

Fees Exempt AB181 To Date:	-
Fees Paid AB181 To Date:	132,246.07
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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SEPTEMBER 2020 ~

RESIDENTIAL

09/08/20	Juan Sanchez	1600 Woodland Street	5830	183-0-353-145	523	ADU	2,003.09			
09/09/20	Ashley Federis	940 Offshore Street	6510	185-0-043-035	617	Addition		2,363.11		
09/21/20	Johanna Nunez	1958 South J Street	3660	203-0-261-105	376	ADU	1,440.08			

COMMERCIAL

Sub-Total September 2020		\$5,806.28					3,443.17	2,363.11	0.00	0.00
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Fees Exempt AB181 For September	3,443.17
Fees Paid AB181 For September	2,363.11
Fees Paid SB50 For September	-

Fees Exempt AB181 To Date:	3,443.17
Fees Paid AB181 To Date:	134,609.18
Fees Paid SB50 To Date:	-

OCTOBER 2020~

RESIDENTIAL

10/29/20	G and C LLC	5036 Dolphin Way	8760	191-0-115-065	3,127	New		11,976.41		
10/30/20	Luis & Maria Huerta	1711 Valley Park Drive	3620	203-0-211-020	1,103	Addition		4,224.49		

COMMERCIAL

10/23/20	AGI General Contracting for Clinicas del Camino Real	2100 Statham Blvd.	2410	220-0-010-325	34,082	New		14,859.75		
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Sub Total October 2020		\$31,060.65					0.00	31,060.65	0.00	0.00
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Fees Exemp AB181 For October	0.00
Fees Paid AB181 For October	31,060.65
Fees Paid SB50 For October	0.00

Fees Exempt AB181 To Date:	3,443.17
Fees Paid AB181 To Date:	165,669.83
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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NOVEMBER 2020 ~

RESIDENTIAL

11/05/20	Oscar Rosales	1440 Lodgewood Way	4090	200-0-062-015	724	ADU	2,772.92			
11/16/20	Francisco Manzo	121 W. Guava Street	3630	203-0-222-030	577	Addition		2,209.91		
11/18/20	Timothy Searfus	2960 Ketch Place	6700	187-0-176-095	499	ADU	1,911.17			
11/20/20	Ana Castellanos	1610 Woodland Street	5830	183-0-353-135	200	Addition	766.00			
11/20/20	Christy Fredrick	2341 Kingsbridge Lane	7940	188-0-089-125	149	Addition	570.67			
11/25/20	WH Oxnard Shores 50 LLC	1083; 1085; 1087; 1091; 1093; 1095 Canal Street (Phase II)	7660	196-0-033-295	12,896	New		49,391.68		
11/30/20	Mauricio Romero	2621 Trinity Place	1930	220-0-041-055	499	Addition	1,911.17			

COMMERCIAL

Sub-Total November 2020	\$59,533.52						7,931.93	51,601.59	0.00	0.00
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NECSP

Fees Exempt AB181 For November	7,931.93
Fees Paid AB181 For November	51,601.59
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	11,375.10
Fees Paid AB181 To Date:	217,271.42
Fees Paid SB 50 To Date:	-

DECEMBER 2020~

RESIDENTIAL

12/03/20	Raul Moreno	174 N. Harrison Ave.	2645	201-0-112-260	470	Addition	1,800.10			
12/09/20	HCO Holdings, Inc. dba Conejo Co	1030 & 1032 Dunes Street	7660	196-0-131-125	3,951	New		15,132.33		
12/14/20	Javier & Micaela Mendoza	830 Nina Drive	2000	215-0-134-125	429	ADU	1,643.07			
12/16/20	Juan Romero	212 East First Street	2645	201-0-115-240	1,307	New		5,005.81		
12/16/20	Maria Guevara	645 E. Kamala Street	2940	204-0-163-160	485	Addition	1,857.55			
12/18/20	Grace Living/Michael Sudjati	8 Carriage Square	3000	200-0-333-095	1,012	Addition		3,875.96		
12/21/20	Jose Cano	336 W. Iris Street	3630	203-0-291-010	485	ADU	1,857.55			

COMMERCIAL

12/17/2020	WH Oxnard Shores 50 LLC	1036 S. Harbor Blvd. (Recreation Bldg.; Pool; & Spa)	7660	196-0-033-295	1,048	New		456.93		
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Sub-Total December 2020	\$31,629.30						7,158.27	24,471.03	0.00	0.00
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Fees Exempt AB181 For December	7,158.27
Fees Paid AB181 For December	24,471.03
Fees Paid SB50 For December	-
Fifth & Patterson Paid for December	\$0.00
Fees Exempt AB181 To Date:	18,533.37
Fees Paid AB181 To Date:	241,742.45
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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JANUARY 2021-

RESIDENTIAL

01/06/21	Signature Contraction Group, Inc.	861 & 863 Dunes Street	7660	196-0-021-045	3,886	New			14,883.38	\$50
01/06/21	Voss Group a Real Estate Corp.	1215 Capri Way	8740	191-0-091-285	5,284	New			20,237.72	
01/08/21	Melanie North	1600 Dunsmuir Street	5840	183-0-381-015	495	New	1,895.85			
01/13/21	Robert Herrera	635 Colonia Road	2610	201-0-031-110	600	ADU	2,298.00			
01/13/21	Robert Herrera	635 Colonia Road	2610	201-0-031-110	300	Addition	1,149.00			
01/13/21	Charles Stevens	1121 Capri Way	8735	191-0-091-205	6,921	New			26,507.43	
01/13/21	Charles Stevens	847 Mandalay Beach Road	8710	191-0-041-355	6,290	New			24,090.70	
01/15/21	Maria Menchaca	1263 W. Fir Avenue	4330	203-0-150-345	671	ADU	2,569.93			
01/15/21	WH Oxnard Shores 50 LLC	1071; 1073; 1075; 1079; 1081 Canal Street (Phase III)	7660	196-0-033-295	12,896	New			49,391.68	
01/28/21	Isaac Montesinos	2040 Camino Del Sol	1630	216-0-121-085	482	ADU	1,846.06			

COMMERCIAL

Sub-Total January 2021	\$144,869.75						9,758.84	135,110.91	0.00	0.00
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Fees Exempt AB181 For January	9,758.84
Fees Paid AB181 For January	135,110.91
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	28,292.21
Fees Paid AB181 To Date:	376,853.36
Fees Paid SB50 To Date:	-

FEBRUARY 2021 -

RESIDENTIAL

02/04/21	Enrique Melo	655 W. Beverly Drive	3260	200-0-302-190	572	ADU	2,190.76			
02/05/21	Alvaro Hernandez	3550 South B Street	3400	205-0-092-065	743	ADU	2,845.69			
02/18/21	Edward Tafuya	473 W. Birch Street	3635	203-0-112-200	786	Addition			3,010.38	

COMMERCIAL

Sub-Total February 2021	\$8,046.83						5,036.45	3,010.38	0.00	0.00
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Fees Exempt AB181 For February	5,036.45
Fees Paid AB181 For February	3,010.38
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00

Fees Exempt AB181 To Date:	33,328.66
Fees Paid AB181 To Date:	379,863.74
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES
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MARCH 2021-

RESIDENTIAL

03/02/21	WH Oxnard Shores 50 LLC	1059; 1061; 1063; 1065; 1067; 1069 Canal Street (Phase IV)	7660	196-0-033-295	12,660	New		48,487.80		
03/15/21	Rosario Campos	348 E. Cedar Street	2830	204-0-091-070	400	ADU	1,532.00			
03/22/21	Juan Tapia for Aurelio Gonzales	247 E. Elm Street	2900	204-0-082-030	740	ADU	2,834.20			
03/24/21	WH Oxnard Shores 50 LLC	1047; 1049; 1051; 1053; 1055; 1057 Canal Street (Phase V)	7660	196-0-033-295	12,660	New		48,487.80		

COMMERCIAL

Sub-Total March 2021

\$101,341.80						4,366.20	96,975.60	0.00	0.00	
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Fees Exempt AB181 For March	4,366.20
Fees Paid AB181 For March	96,975.60
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	\$0.00

Fees Exempt AB181 To Date:	37,694.86
Fees Paid AB181 To Date:	476,839.34
Fees Paid SB50 To Date:	-

April 2021 ~

RESIDENTIAL

04/06/21	Steven Green	5226 Sandpiper Way	8720	191-0-064-045	172	Addition	658.76			
04/08/21	Gustavo Marquez	900 Douglas Avenue	4130	200-0-172-225	825	Addition		3,159.75		
04/14/21	Craig Myers	1960 Pericles	1955	220-0-085-115	840	Addition		3,217.20		
04/30/21	Victor Heredia	1501 South D Street	3650	203-0-181-010	694	ADU	1,866.86			

COMMERCIAL

Sub-Total April 2021

\$8,902.57						2,525.62	6,376.95	0.00	0.00	
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Fees Exempt AB181 For April	2,525.62
Fees Paid AB181 For April	6,376.95
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00

Fees Exempt AB181 To Date:	40,220.48
Fees Paid AB181 To Date:	483,216.29
Fees Paid SB50 To Date:	-

APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2	FIFTH AND PATTERSON AGR'MNT	NOTES	
MAY 2021~											
RESIDENTIAL											
05/04/21	Luis Cervantes		1132 W. Guava Street	4340	203-0-202-135	697	ADU	1,874.93			
			Magnolia Lane project: 700; 710;								
			720; 730; 740; 750; 760 Doris								
05/11/21	West Pointe Homes (Makenzie Rasmussen)	3250	Avenue (7 units)	22,177	200-0-291-325			59,656.13			
05/20/21	Juan Carlos Guerrero	3610	1436 Valley Park Drive	749	203-0-133-130		ADU	2,014.81			
05/21/21	Roberto Garcia	2000	1113 Pinata Drive	968	215-0-132-03		Addition	2,603.92			
05/28/21	Arcie Torres	3270	1056 South H Street	407	202-0-163-160		Addition	1,094.83			
COMMERCIAL											
Sub-Total May 2021		\$67,244.62						4,984.57	62,260.05	0.00	0.00
Fees Exempt AB181 For May		4,984.57									
Fees Paid AB181 For May		62,260.05									
Fees Paid SB50 For May		0									
Fifth & Patterson Paid for May		0									
Fees Exempt AB181 To Date:		45,205.05									
Fees Paid AB181 To Date:		545,476.34									
Fees Paid SB50 To Date:		-									
Fifth & Patterson Paid To Date		-									
JUNE 2021~											
RESIDENTIAL											
06/11/21	WH Oxnard Shores 50 LLC		1050; 1052; 1054; 1056; 1058;	7660	196-0-033-295	23,560	New	63,376.40			
			1060; 1062; 1064; 1066; 1068;								
			1070 Canal Street (Phase VI)								
06/14/21	RG Permits & Design Services, Inc. (Raz Grinbaum)	5250	1925 Spyglass Trail West	611	179-0-112-205		Addition	1,643.59			
06/21/21	Justin Beranich	8725	5335 Wavecrest Way	245	191-0-082-045		Addition	659.05			
06/23/21	Cheryl Wilcox	4060	1350 Elder Street	382	139-0-104-025		ADU	1,027.58			
06/29/21	Raul Valdez	3260	456 Palm Drive	498	200-0-312-160		ADU	1,339.62			
COMMERCIAL											
Sub-Total June 2021		\$68,046.24						3,026.25	65,019.99	0.00	0.00
Fees Exempt AB181 For June		3,026.25									
Fees Paid AB181 For June		65,019.99									
Fees Paid SB50 For June		-									
Fifth & Patterson Paid for June		-									
Grand Totals											
Fees Exempt AB181 To Date:		48,231.30									
Fees Paid AB181 To Date:		610,496.33									
Fees Paid SB50 To Date:		-									
Fifth & Patterson Paid To Date		-									
Grand Total All		\$ 658,727.63									
REFUNDS/SETTLEMENTS/OTHER (MISC.)											
		7/28/20 WH Oxnard Shores 50 LLC: overpayment/refund: see Valuation Calculation for 1028 S. Harbor Blvd.								(1,911.17)	
		11/17/20 Refund: 1312 W. Juniper Street: Setback Change per City (original date 7/9/20)								(279.59)	
		11/25/2020 WH Oxnard Shores 50 LLC: 1083; 1085; 1087; 1091; 1093; 1095 Canal Street (Phase II) Underpayer								(0.10)	
		1/6/21 Signature Construction Group, Inc. 861 & 863 Dunes Street: underpayment								(50.00)	
Total Misc.										(2,240.86)	
2020-2021 ADJUSTED TOTAL RECEIVED		\$ 608,255.47									
3% Admin. Fee (GJ in June)		\$ 18,247.66									

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MNT	NOTES
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July 2019~

RESIDENTIAL

07/18/19 Angie Lopez 3521 Keel Avenue 6640 187-0-026-145 392 Addition 1,603.28

COMMERCIAL

07/05/19 Marez Events Center 141 W. Fifth Street 3400 202-0-106-410 2860 Addition 1,152.58
 07/08/19 John Clay/Red Mountain Asset Fun 2400 S. Ventura Rd. 4450 205-0-020-455 1842 New 742.33
 07/18/19 Alisam Victoria LLC (Water Drops) 3680 W. Fifth Street 8700 185-0-170-165 5433 New 2,189.50

Sub Total July 2019

	\$5,687.69						1,603.28	4,084.41	0.00	0.00	
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Fees Exempt AB181 For July 1,603.28
 Fees Paid AB181 For July 4,084.41
 Fees Paid SB50 For July -

Fees Exempt AB181 To Date: 1,603.28
 Fees Paid AB181 To Date: 4,084.41
 Fees Paid SB50 To Date: -

August 2019~

RESIDENTIAL

08/01/19 Land Shak Holdings, LLC 2120 Greencastle Way 7920 188-0-055-205 4188 New 17,128.92
 08/08/19 Douglas Jereska 1020 Huntswood Way 4040 200-0-404-085 73 Addition 298.57
 08/08/19 Mandalay Beach 2 LLC 5306 Sandpiper Way 8720 191-0-055-115 3,074 New 12,572.66
 08/16/19 James Saucedo 513 Palm Drive 3260 200-0-311-270 95 Addition 388.55
 08/16/19 Martin Guillen 921 North G Street 3540 200-0-183-215 601 Addition 2,458.09
 08/21/19 Ramiro Arroyo 1171 W. Guava Street, #2 4340 203-0-201-255 216 Addition 883.44
 08/20/19 Araceli Ponce 131 S. Marquita Street 2160 201-0-153-1024 600 Addition 2,454.00

08/21/19 Ravello River Ridge 152, LLC The Gallery - Phase 4A (Thorpe Trail: Lots 51-61) 5150 179-0-240-170-180 29,772 New 121,767.48
 2 checks: 10824
 \$120,874.32; 2535
 \$893.16

COMMERCIAL

Sub-Total August 2019

	\$157,951.71						1,570.56	156,381.15	0.00	0.00	
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Fees Exempt AB181 For August 1,570.56
 Fees Paid AB181 For August 156,381.15
 Fees Paid SB50 For August -

Fees Exempt AB181 To Date: 3,173.84
 Fees Paid AB181 To Date: 160,465.56
 Fees Paid SB50 To Date: -

SEPTEMBER 2019 ~

RESIDENTIAL

09/05/19	Hilda Fernandez	546 N. Bonita Ave.	2610	201-0-033-250	600	Addition		2,454.00
09/18/19	Isidro Castorena	1210 South G Street The Gallery ~ Phase 4B	3530	203-0-050-110	658	Addition		2,691.22
09/18/19	Ravello River Ridge 152, LLC	(Thorpe Trail & Mulligan: remaining 23 units)	5150	179-0-320-various	53,411	New		218,450.99

COMMERCIAL

Sub-Total September 2019	\$223,596.21			0.00	223,596.21	0.00	0.00
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Fees Exempt AB181 For September	-
Fees Paid AB181 For September	223,596.21
Fees Paid SB50 For September	-

Fees Exempt AB181 To Date:	3,173.84
Fees Paid AB181 To Date:	384,061.77
Fees Paid SB50 To Date:	-

OCTOBER 2019~

RESIDENTIAL

10/03/19	Charles & Angela Morris IRV TR/ Dudley Muth Trtee	1030 & 1032 Canal Street	7660	196-0-033-265	5,070	New		20,736.30
10/09/19	Adolfo Flores	1008 South H Street	3540	202-0-163-220	334	Addition	1,366.06	
10/15/19	Central Coast Engineering	5117 Whitecap Street	8725	191-0-072-145	2,444	New		9,995.96
10/25/19	Bradon Schwarz	5223 Terramar Way	8740	191-0-093-105	519			2,122.71
10/29/19	Maria Acosta	625 W. Juniper Street	3660	203-0-307-035	481	Addition	1,967.29	
10/29/19	Hermila M. Alcantar	3531 W. Hemlock Street	6740	187-0-045-115	103	Addition	421.27	

COMMERCIAL

10/10/19	Clinicas del Camino Real, Inc.	1100 W. Gonzales Road	4030	200-0-431-185	1,331	Addition		536.39
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Sub Total October 2019	\$37,145.98			3,754.62	33,391.36	0.00	0.00
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Fees Exempt AB181 For October	3,754.62
Fees Paid AB181 For October	33,391.36
Fees Paid SB50 For October	0.00
	0.00

Fees Exempt AB181 To Date:	6,928.46
Fees Paid AB181 To Date:	417,453.13
Fees Paid SB50 To Date:	-

NOVEMBER 2019 ~

RESIDENTIAL

11/06/19	OG Construction/Oscar Garcia	1936 MacArthur Place	1955	220-0-072-135	357	Addition	1,460.13	
11/14/19	Goharik Shakhmuradyan	4827 Oceannaire Street	8770	191-0-163-155	3,386			13,848.74
11/14/19	TMZN Holdings LLC	4819 Oceannaire Street	8770	191-0-163-175	3,388			13,856.92
11/18/19	Rosa & Felipe Romero	159 S. Hayes Avenue	2645	201-0-115-110	2,029			8,298.61
11/19/19	Jose Guerrero	1132 Olivia Drive	2000	215-0-132-185	434	Addition	1,775.06	
11/19/19	Rachel Ramirez	421 South G Street	3350	202-0-063-020	353	Addition	1,443.77	

COMMERCIAL

0.00

Sub-Total November 2019

\$40,683.23	4,678.96	36,004.27	0.00	0.00
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NECSP

Fees Exempt AB181 For November	4,678.96
Fees Paid AB181 For November	36,004.27
Fees Paid SB50 For November	0.00

Fees Exempt AB181 To Date:	11,607.42
Fees Paid AB181 To Date:	453,457.40
Fees Paid SB 50 To Date	-

DECEMBER 2019~

RESIDENTIAL

12/04/19	Jonathan Martinez	2730 Geronimo Drive	1945	220-0-084-155	118	Addition	482.62	
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COMMERCIAL

Sub-Total December 2019

\$482.62	482.62	0.00	0.00	0.00
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Fees Exempt AB181 For December	482.62
Fees Paid AB181 For December	-
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	\$0.00

Fees Exempt AB181 To Date:	12,090.04
Fees Paid AB181 To Date:	453,457.40
Fees Paid SB50 To Date:	-

JANUARY 2020--

RESIDENTIAL

01/02/20	Frank or Joan Fielding	911 Taffrail Court	6580	185-0-022-135	45	Addition	184.05	
01/15/20	Fabiola Nova	1199 South K Street	4300	203-0-021-400	638	Addition		2,609.42
01/21/20	Dan Voss, Jr.	2311 Greencastle Lane	7920	188-0-063-215	3,359	New		13,738.31

COMMERCIAL

Sub-Total January 2020	\$16,531.78			184.05	16,347.73	0.00	0.00
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Fees Exempt AB181 For January	184.05
Fees Paid AB181 For January	16,347.73
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	12,274.09
Fees Paid AB181 To Date:	469,805.13
Fees Paid SB50 To Date:	-

FEBRUARY 2020 -

RESIDENTIAL

02/03/20	Ashley Federis	414 E. Laurel Street	2980	204-0-211-130	496	Addition	2,028.64	
02/03/20	Fermin Bravo	508 E. Iris Street	2940	204-0-162-020	400	Addition	1,636.00	
02/06/20	Ashley Federis	811 Teresa Street	2000	215-0-122-155	401	Addition	1,640.09	
02/19/20	Robert Perez	532 North N Street	4140	200-0-262-265	750	New		3,067.50
02/24/20	Joaquin Vega Luna	1045 Ontario Street	5620	183-0-184-105	671	Addition		2,744.39
02/27/20	Kirk Prousa	2205 Indian Wells Court	5270	179-0-151-155	474	Addition	1,938.66	

COMMERCIAL

Sub-Total February 2020	\$13,055.28			7,243.39	5,811.89	0.00	0.00
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Fees Exempt AB181 For February	7,243.39
Fees Paid AB181 For February	5,811.89
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00

Fees Exempt AB181 To Date:	19,517.48
Fees Paid AB181 To Date:	475,617.02
Fees Paid SB50 To Date:	-

MARCH 2020~

RESIDENTIAL

03/03/20 Froylan Ortiz 1174 South N Street 4310 203-0-011-180 354 Addition 1,447.86

03/03/20 Henry Casillas Heritage Homes ~ Phase I (170; 180; 186; 188 North H Street) 4160 202-0-030-615 6612 New 27,043.08

2 checks: 0924617381
\$11,931.77; 745029
\$15,111.31

COMMERCIAL

Sub-Total March 2020	\$28,490.94	1,447.86	27,043.08	0.00	0.00
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Fees Exempt AB181 For March 1,447.86
Fees Paid AB181 For March 27,043.08
Fees Paid SB50 For March -
Fifth & Patterson Paid for March \$0.00

Fees Exempt AB181 To Date: 20,965.34
Fees Paid AB181 To Date: 502,660.10
Fees Paid SB50 To Date: -

April 2020 ~

RESIDENTIAL

04/21/20 Henry Casillas Heritage Homes ~ Phase II (148; 154; 162; 166 North H Street) 4160 202-0-030-615 6612 New 27,043.08
04/30/20 Marycruz Castro Montes 944 King Street 3520 202-0-165-250 645 Addition 2,470.35

Cashiers check rec'd.
for \$27,043.08:
06/04/20 refunded
overpayment
\$1,719.12

COMMERCIAL

Sub-Total April 2020	\$29,513.43	0.00	29,513.43	0.00	0.00
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Fees Exempt AB181 For April -
Fees Paid AB181 For April 29,513.43
Fees Paid SB50 For April -
Fifth & Patterson Paid for May 0.00

Fees Exempt AB181 To Date: 20,965.34
Fees Paid AB181 To Date: 532,173.53
Fees Paid SB50 To Date: -

MAY 2020~

RESIDENTIAL

05/14/20 Marty Ingraham 1177 Mandalay Beach Road 8740 191-0-093-055 212 Addition 811.96

COMMERCIAL

05/12/20 Extra Space Management 2585 West Fifth Street 5530 183-0-100-220 15,781 New 6,880.52

Sub-Total May 2020 **\$7,692.48** **811.96** **6,880.52** **0.00** **0.00**

Fees Exempt AB181 For May 811.96
 Fees Paid AB181 For May 6,880.52
 Fees Paid SB50 For May 0
 Fifth & Patterson Paid for May 0

Fees Exempt AB181 To Date: 21,777.30
 Fees Paid AB181 To Date: 539,054.05
 Fees Paid SB50 To Date: -
 Fifth & Patterson Paid To Date: -

JUNE 2020~

RESIDENTIAL

06/08/20 Henry Casillas Heritage Homes ~ Phase III (132;
 138; 146 North H Street: 832; 3270 202-0-030-665; 675; 685;
 838 Palm Dr.) 3260 715 8265 New 31,654.95
 06/09/20 Ralph Casillas, Jr. 215 Ash Street 2820 204-0-071-110 692 Addition 2,650.36
 06/15/20 Gina Macri Ortiz 1100 Port Circle 6620 187-0-163-245 842 New 3,224.86
 06/18/20 Jose Luis Olmos 109 N. Grant Avenue 2630 201-0-111-320 482 Addition 1,846.06
 06/24/20 Heliodoro Avalos 600 Cooper Road 2615 201-0-121-170 2,770 New 10,609.10
 06/29/20 Ignacio Carmona 1931 Ontario Street 5800 183-0-315-165 645 Addition 2,470.35

refunded 6/30/20:
 ADU under 750 SF

1 check for both res. &
 com. \$11,235.63

COMMERCIAL

06/24/20 Heliodoro Avalos 600 Cooper Road 2615 201-0-121-170 1,437 New 626.53

Sub-Total June 2020 **\$53,082.21** **1,846.06** **51,236.15** **0.00** **0.00**

Fees Exempt AB181 For June 1,846.06
 Fees Paid AB181 For June 51,236.15
 Fees Paid SB50 For June -
 Fifth & Patterson Paid for June -

Grand Totals
 Fees Exempt AB181 To Date: 23,623.36
 Fees Paid AB181 To Date: 590,290.20 Commercial Fees (included = \$12,127.85)
 Fees Paid SB50 To Date: - Residential Fees (included)
 Fifth & Patterson Paid To Date: -

Grand Total All **\$ 613,913.56**

REFUNDS/SETTLEMENTS/OTHER (MISC.) 5/20/20 Henry Casillas/Dixieline Builders Fund Control, inc.: overpayment/refund: see Heritage Homes 04/21/20 (1,719.12)
 6/30/20 Ralph Casillas, Jr.: refund/ADU under 750SF exempt: see trans. 06/09/20 (2,650.36)

Total Misc.

2019-2020 ADJUSTED TOTAL RECEIVED **\$ 585,920.72**

3% Admin. Fee (GJ in June) \$ 17,577.62

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATERSON AGR'M'T	NOTES
July 2018~											
RESIDENTIAL											
07/10/18	Jose Chavez	2300 W. Hemlock Street	5945	189-0-052-025	201	Addition	816.06				
07/17/18	AAA Development, Inc.	5114 Terramar Way	8740	191-0-103-085	578	Addition		2,346.68			
07/20/18	Dixieline Builders Fund Control, In	5202 Outrigger Way	8730	191-0-074-055	2588	New		10,507.28			
07/26/18	Ravello River Ridge 152, LLC	The Gallery ~ Phase 2B (2314-2359 Niklaus St.)	5150	179-0-040-170 & 180	66829	New		271,325.74			
COMMERCIAL											
07/25/18	Oltmans Construction Co.	1400 Statham Parkway	2410	220-0-021-385	27040	Addition		10,897.12			
Sub Total July 2018								816.06	295,076.82	0.00	0.00

Fees Exempt AB181 For July 816.06
 Fees Paid AB181 For July 295,076.82
 Fees Paid SB50 For July -

Fees Exempt AB181 To Date: 816.06
Fees Paid AB181 To Date: 295,076.82
Fees Paid SB50 To Date: -

August 2018~

RESIDENTIAL											
08/15/18	Bodagger Builders	2510 New Haven Place	5660	185-0-166-065	142	Addition	576.52				
08/20/18	Fernando Vega	1641 Gallatin Place	5350	181-0-054-065	52	Addition	211.12				
08/20/18	Thomas Swick	2045 Ravoli Drive	7910	188-0-043-045	337	Addition	1,368.22				
08/30/18	Brandt Bacha	5124 Corbina Way	8765	191-0-134-055	581	Addition		2,358.86			
08/30/18	Murillo, Alejandro	156 W. Fir Avenue	3620	203-0-222-150	35	Addition		142.10		additional SF to original addition; see payment rec'd. 2/24/17	
COMMERCIAL											
Sub-Total August 2018								2,155.86	2,500.96	0.00	0.00

Fees Exempt AB181 For August 2,155.86
 Fees Paid AB181 For August 2,500.96
 Fees Paid SB50 For August -

Fees Exempt AB181 To Date: 2,971.92
Fees Paid AB181 To Date: 297,577.78
Fees Paid SB50 To Date: -

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
SEPTEMBER 2018 -											
RESIDENTIAL											
09/06/18	Benjamin Garcia	122 South B Street	3230	202-0-054-100	1,792	New		7,275.52			one check written from Benjamin Garcia for total \$14,287.14 Setback Change per City (original date 6/1/18) two checks rec'd. #1106: \$2,800.00 & #1119: \$42.00
09/06/18	Benjamin Garcia	124 South B Street	3230	202-0-054100	1,727	New		7,011.62			
09/10/18	Vicente-Silvia Palomares	937 South E Street	3520	202-0-166-050	556	Addition		2,257.36			
09/17/18	Grace Blas	332 North K Street	4150	200-0-282-210	-32	Change	Refund				
09/17/18	Maribel Robles	1904 Kensington Lane	5405	181-0-183-025	145	Addition	588.70				
09/17/18	Gabriele Morales	1940 La Puerta Ave.	1680	2160-182-325	252	Addition	1,023.12				
09/18/18	Rita De Caussin	4575 Falkirk Bay	7870	188-0-091-275	700	Addition					
09/18/18	Rita De Caussin	4575 Falkirk Bay	7870	188-0-091-275	700	Addition					
COMMERCIAL											
09/10/18	Jeffrey Brown/Calvary Chapel	2001 Eastman Ave.	1680	216-0-191-015	4,225	New	1,702.68				
Sub-Total September 2018							3,314.50	19,386.50	0.00	0.00	

Fees Exempt AB181 For September	3,314.50
Fees Paid AB181 For September	19,386.50
Fees Paid SB50 For September	-
Fees Exempt AB181 To Date:	6,286.42
Fees Paid AB181 To Date:	316,964.28
Fees Paid SB50 To Date:	-

OCTOBER 2018-											
RESIDENTIAL											
10/01/18	Ammie Presley	2114 Bermuda Dunes Pl.	5260	179-0-120-265	9	Addition	36.54				
10/04/18	Rigoberto Mendoza	1122 W. Guava Street	4340	203-0-202-145	173	Addition	702.38				
10/25/18	Roger Understiller	2320 Greencastle Lane	7920	188-0-063-065	3,031	New		12,305.86			
COMMERCIAL											
10/18/18	MWS Wire Industries	3000 Camino Del Sol	1630	216-0-153-115	60,733	New		24,475.40			
Sub Total October 2018							738.92	36,781.26	0.00	0.00	

Fees Exemp AB181 For October	738.92
Fees Paid AB181 For October	36,781.26
Fees Paid SB50 For October	0.00
	0.00
Fees Exempt AB181 To Date:	7,025.34
Fees Paid AB181 To Date:	353,745.54
Fees Paid SB50 To Date:	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	NOTES
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NOVEMBER 2018 ~

RESIDENTIAL

11/07/18	Jose Corona	116 S. McKinley Ave.	2615	201-0-141-200	1,408	New					
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COMMERCIAL

5,716.48

0.00

Sub-Total November 2018

	\$5,716.48						0.00	5,716.48	0.00	0.00
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NECSP

Fees Exempt AB181 For Novembe	0.00
Fees Paid AB181 For November	5,716.48
Fees Paid SB50 For November	0.00

Fees Exempt AB181 To Date:	7,025.34
Fees Paid AB181 To Date:	359,462.02
Fees Paid SB 50 To Date	-

DECEMBER 2018~

RESIDENTIAL

12/04/18	Garrett Miller	3627 Dry Creek Lane	6100	179-0-230-355	240	Addition				
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COMMERCIAL

974.40

Sub-Total December 2018

	\$974.40						974.40	0.00	0.00	0.00
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Fees Exempt AB181 For Decembe	974.40
Fees Paid AB181 For December	-
Fees Paid SB50 For December	-
Fifth & Patterson Paid for Decembe	\$0.00

Fees Exempt AB181 To Date:	7,999.74
Fees Paid AB181 To Date:	359,462.02
Fees Paid SB50 To Date:	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
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JANUARY 2019~

RESIDENTIAL

01/04/19	Christopher Marceau	930 W. Iris Street	4350	203-0-251-145	497	Addition	2,017.82				
01/04/19	Ruben Ortiz	231 E. Cedar Street	2830	204-0-074-370	456	Addition	1,851.36				
01/24/19	Angel Quirarte	890 Rialto Street	5615	183-0-173-035	180	Addition	730.80				
01/29/19	Amy He	5000 Catamaran Street	7660	196-0-023-035	3,089	New		12,541.34			
01/31/19	Cirilo Rangel	915 South K Street	4280	202-0-262-185	650	Addition		2,639.00			

COMMERCIAL

Sub-Total January 2019	\$19,780.32						4,599.98	15,180.34	0.00	0.00
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Fees Exempt AB181 For January	4,599.98
Fees Paid AB181 For January	15,180.34
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	12,599.72
Fees Paid AB181 To Date:	374,642.36
Fees Paid SB50 To Date:	-

FEBRUARY 2019 ~

RESIDENTIAL

02/20/19	Martin Escobar	1500 Rialto Street	5810	183-0-324-165	436	Addition	1,770.16				
02/25/19	Gerardo Gutierrez	2318 Arcadian Shores Trail	6000	179-0-211-105	77	Addition	312.62				

COMMERCIAL

Sub-Total February 2019	\$2,082.78						2,082.78	0.00	0.00	0.00
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Fees Exempt AB181 For February	2,082.78
Fees Paid AB181 For February	-
Fees Paid SB50 For February	-
Fifth & Patterson Paid for February	\$0.00

Fees Exempt AB181 To Date:	14,682.50
Fees Paid AB181 To Date:	374,642.36
Fees Paid SB50 To Date:	-

OXNARD SCHOOL DISTRICT
SCHOOL FACILITIES DEVELOPER FEES REPORT
FISCAL YEAR 2018-19

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	NOTES
MARCH 2019~											
RESIDENTIAL											
03/04/19	Central Coast Engineering	1804 Brookside Avenue	5850	183-0-404-055	403	Addition	1,636.18				
03/07/19	Veronica Magana	1610 Dunsmuir Street	5840	183-0-381-020	250	Addition	1,015.00				
03/19/19	Melvin Swan	113 E. Cedar Street	2830	204-0-074-480	600	New		2,436.00			
03/19/19	Ricardo Avila	319 Magnolia	3230	200-0-323-100	70	Addition	284.20				
03/21/19	Ravello River Ridge 152, LLC	The Gallery ~ Phase 3 (Range Rd.; O'Hearn; Putter Pl.)	5150	lots 68-72; 75-77	73,336	New		297,744.16			
COMMERCIAL											
Sub-Total March 2019		\$303,115.54					2,935.38	300,180.16	0.00	0.00	
Fees Exempt AB181 For March		2,935.38									
Fees Paid AB181 For March		300,180.16									
Fees Paid SB50 For March		-									
Fifth & Patterson Paid for March		\$0.00									
Fees Exempt AB181 To Date:		17,617.88									
Fees Paid AB181 To Date:		674,822.52									
Fees Paid SB50 To Date:		-									
April 2019 ~											
RESIDENTIAL											
04/09/19	EN Builders	411 Julian Street	1635	216-0-723-055	343	Addition	1,402.87				
04/24/19	Daniel Lopez	1023 Pinata Drive	2000	215-0-132-075	961	Addition		3,930.49			
04/29/19	Sterling Builders Group	2531 Miramar Place	5740	186-0-021-150	356	Addition	1,456.04				
04/29/19	Teresa Martinez	160 E. Birch	2820	202-0-074-080	499	Addition	2,040.91				
COMMERCIAL											
Sub-Total April 2019		\$8,830.31					4,899.82	3,930.49	0.00	0.00	
Fees Exempt AB181 For April		4,899.82									
Fees Paid AB181 For April		3,930.49									
Fees Paid SB50 For April		-									
Fifth & Patterson Paid for May		0.00									
Fees Exempt AB181 To Date:		22,517.70									
Fees Paid AB181 To Date:		678,753.01									
Fees Paid SB50 To Date:		-									

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	NOTES
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July 2017~

RESIDENTIAL											
07/17/17	Oganes Karapetian	2250 Greencastle Lane	7920	188-0-063-035	3197	New		11,860.87			
COMMERCIAL											
07/31/17	Bogart Construction	ALDI-Market-1710 E. Gonzales Rd.	2000	215-0-290-025	1,522	New		563.14			
Sub Total July 2017								0.00	12,424.01	0.00	0.00

Fees Exempt AB181 For July	-
Fees Paid AB181 For July	12,424.01
Fees Paid SB50 For July	-
Fees Exempt AB181 To Date:	-
Fees Paid AB181 To Date:	12,424.01
Fees Paid SB50 To Date:	-

August 2017~

RESIDENTIAL											
08/07/17	Cesar Cruz	2420 Peninsula Road	7910	188-0-033-035	160	Addition	593.60				
08/16/17	Rick Moraga	5323 Beachcomber Street	8715	191-0-053-095	3	New/Addl.		11.13			
08/23/17	Nicolas Hernandez	1901 S. Victoria Ave., #217	6770	188-0-350-285	230	Addition	853.30				
08/23/17	Benita Ramirez	1239 South L Street	4305	203-0-022-450	248	Addition	920.08				
COMMERCIAL											
Sub-Total August 2017								2,366.98	11.13	0.00	0.00

Fees Exempt AB181 For August	2,366.98
Fees Paid AB181 For August	11.13
Fees Paid SB50 For August	-
Fees Exempt AB181 To Date:	2,366.98
Fees Paid AB181 To Date:	12,435.14
Fees Paid SB50 To Date:	-

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
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SEPTEMBER 2017 ~

RESIDENTIAL

09/11/17	James H. Davis	4141 Romany Drive	7920	188-0-045-255	212	New/Addl	786.52				
09/11/17	Nancy Chase	5107 Corbina Way	8765	191-0-133-115	688	New/Addl.		2,552.48			
09/21/17	Martha Jaime	2006 South K Street	4350	203-0-243-115	631	New/Addl.		2,341.01			
09/28/17	Westlake Heights Development C	1375 E. Channel Islands Blvd.	4440	220-0-323-425	62,845	New		233,154.95			

COMMERCIAL

09/11/17	Bergman KPRS, LLC	1291 S. Victoria Ave. (Seabridge)	6660	188-0-250-285	4,857	New		1,797.09			
09/28/17	Westlake Heights Development C	1375 E. Channel Islands Blvd.	4440	220-0-323-425	2,494	New		922.78			

Sub-Total September 2017

	\$241,554.83						786.52	240,768.31	0.00	0.00	
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Fees Exempt AB181 For September	786.52
Fees Paid AB181 For September	240,768.31
Fees Paid SB50 For September	-

Fees Exempt AB181 To Date:	3,153.50
Fees Paid AB181 To Date:	253,203.45
Fees Paid SB50 To Date:	-

OCTOBER 2017~

RESIDENTIAL

10/06/17	Habitat for Humanity of Vta. Co.,	109 N. Hayes Ave.	2645	201-0-112-330	868	New		one check			
10/06/17	Habitat for Humanity of Vta. Co.,	111 N. Hayes Ave.	2645	201-0-112-100	1,154	New		written from			
10/06/17	Habitat for Humanity of Vta. Co.,	113 N. Hayes Ave.	2645	201-0-112-110	868	New		Habitat for			
10/06/17	Habitat for Humanity of Vta. Co.,	115 N. Hayes Ave.	2645	201-0-112-090	868	New		total			
10/06/17	Habitat for Humanity of Vta. Co.,	117 N. Hayes Ave.	2645	201-0-112-080	1,154	New		\$22,504.86			
10/06/17	Habitat for Humanity of Vta. Co.,	119 N. Hayes Ave.	2645	201-0-112-320	1,154	New		22,504.86			
10/12/17	Dawn Durazo	2351 Martinique	8800	191-0-390-445	58	Addition	215.18				
10/18/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	128,770	New		487,736.70			*refunded \$10,000.00
10/19/17	Charles Stevens	1021 Mandalay Beach Road	8725	191-0-051-465	4,000	New		14,840.00			

COMMERCIAL

10/18/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	6,654	New		2,461.98			
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Sub Total October 2017

	\$527,758.72						215.18	527,543.54	0.00	0.00	
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Fees Exempt AB181 For October	215.18
Fees Paid AB181 For October	527,543.54
Fees Paid SB50 For October	0.00

Fees Exempt AB181 To Date:	3,368.68
Fees Paid AB181 To Date:	780,746.99
Fees Paid SB50 To Date:	-

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
NOVEMBER 2017 ~											
RESIDENTIAL											
11/02/17	Roberto Ortega	254 E. Cedar St.	2830	204-0-081-330	338	Addition	1,253.98				
11/07/17	Oxnard Pacific Associates II, LP	Gateway Station Apts.-Oxnard Blvd.	2800	204-0-020-050	125,400	New		465,234.00			
11/15/17	Maria Prado	2000 W. Hemlock St.	5940	189-0-041-045	180	Addition	667.80				
11/15/17	Noe Castro	944 King Street	3520	202-0-165-250	40	Addition	148.40				
11/15/17	Chris Fink	2154 Patricia St.	5230	179-0-085-160	436	Addition	1,617.56				
COMMERCIAL											
11/07/17	Deardorff Farms	400 N. Lombard St.	1620	216-0-203-265	988	New/Addition		365.56			
Sub-Total November 2017		\$469,287.30					3,687.74	465,599.56	0.00	0.00	

NECSP	
Fees Exempt AB181 For November	3,687.74
Fees Paid AB181 For November	465,599.56
Fees Paid SB50 For November	0.00
Fees Exempt AB181 To Date:	7,056.42
Fees Paid AB181 To Date:	1,246,346.55
Fees Paid SB 50 To Date:	-

DECEMBER 2017~

RESIDENTIAL											
12/12/17	701 Mandalay Properties LLC	701 Mandalay Beach Road	8705	191-0-041-025	4,020	New		14,914.20			
12/12/17	701 Mandalay Properties LLC	703 Mandalay Beach Road	8705	191-0-041-025	4,020	New		14,914.20			
12/07/17	Signature Coast Const. Group	4000 Nice Court	7910	188-0-036-085	3,065	New		11,371.15			
12/07/17	Signature Coast Const. Group	4010 Nice Court	7910	188-0-036-095	3,146	New		11,671.46			
12/21/17	Ramiro Arroyo	1171 W. Guava Street	4340	203-0-201-255	452	Addition	1,676.92				
COMMERCIAL											
Sub-Total December 2017		\$54,547.93					1,676.92	52,871.01	0.00	0.00	

Fees Exempt AB181 For December	1,676.92
Fees Paid AB181 For December	52,871.01
Fees Paid SB50 For December	-
Fifth & Patterson Paid for December	\$0.00
Fees Exempt AB181 To Date:	8,733.34
Fees Paid AB181 To Date:	1,299,217.56
Fees Paid SB50 To Date:	-

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
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JANUARY 2018~

RESIDENTIAL

01/10/18	Gabriela Hernandez	1312 Palm Drive	4150	200-0-265-110	189	Addition	701.19				
01/16/18	Alejandro Luna	2125 Olga Street	5220	179-0-091-015	290	Addition	1,075.90				
01/18/18	Jade Alvarez	2010 Arlene Avenue	5250	179-0-113-085	303	Addition	1,124.13				

COMMERCIAL

Sub-Total January 2018		\$2,901.22						2,901.22	0.00	0.00	0.00
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Fees Exempt AB181 For January	2,901.22
Fees Paid AB181 For January	-
Fees Paid SB50 For January	-
Fifth & Patterson Paid for January	\$0.00

Fees Exempt AB181 To Date:	11,634.56
Fees Paid AB181 To Date:	1,299,217.56
Fees Paid SB50 To Date:	-

FEBRUARY 2018 ~

RESIDENTIAL

02/05/18	Jose Luis C. Martinez	2111 Montrose Street	2970	204-0-133-030	1,225	Addition	4,544.75				
02/05/18	Mandalay Beach LLC	5223 Breakwater Way	8730	191-0-085-195	3074	New	11,404.54				
02/26/18	Jesus (Julie) Reyes	1955 O'Neill Place	1955	220-0-077-115	532	Addition	1,973.72				
02/28/18	Ralph Casillas, Jr.	5145 Seabreeze Way	8720	191-0-064-295	3029	New	11,237.59				

COMMERCIAL

Sub-Total February 2018		\$29,160.60						0.00	29,160.60	0.00	0.00
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Fees Exempt AB181 For February	-
Fees Paid AB181 For February	29,160.60
Fees Paid SB50 For February	-
Fifth & Patterson Paid for Februar	\$0.00

Fees Exempt AB181 To Date:	11,634.56
Fees Paid AB181 To Date:	1,328,378.16
Fees Paid SB50 To Date:	-

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	NOTES
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MARCH 2018~

RESIDENTIAL

03/15/18	Margarita Oliva	449 W. Birch Street	3635	203-0-112-170	498	Addition	1,847.58				
03/22/18	Rosalva Camarena	1711 Firethorne Place	5330	181-0-043-145	600	Addition		2,226.00			

COMMERCIAL

Sub-Total March 2018							1,847.58	2,226.00	0.00	0.00	
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Fees Exempt AB181 For March	1,847.58
Fees Paid AB181 For March	2,226.00
Fees Paid SB50 For March	-
Fifth & Patterson Paid for March	\$0.00

Fees Exempt AB181 To Date:	13,482.14
Fees Paid AB181 To Date:	1,330,604.16
Fees Paid SB50 To Date:	-

April 2018 ~

RESIDENTIAL

04/12/18	Allen Reznick	5304 Seabreeze Way	8720	191-0-056-095	56	Addition	207.76				
04/18/18	Jesus Chavez	687 Douglas Avenue	3240	200-0-231-180	633	Addition		2,348.43			
04/30/18	Maria Sarmiento	1901 S. Victoria Ave., Unit 218	6770	188-0-350-275	272	Addition	1,104.32				

COMMERCIAL

Sub-Total April 2018							1,312.08	2,348.43	0.00	0.00	
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Fees Exempt AB181 For April	1,312.08
Fees Paid AB181 For April	2,348.43
Fees Paid SB50 For April	-
Fifth & Patterson Paid for May	0.00

Fees Exempt AB181 To Date:	14,794.22
Fees Paid AB181 To Date:	1,332,952.59
Fees Paid SB50 To Date:	-

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
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MAY 2018~

RESIDENTIAL

05/04/18	Erica Morris	1725 Ambrose Avenue	5850	183-0-401-095	56	Addition	227.36				
05/04/18	Jerry Poprawski	2160 Kingsbridge	7930	188-0-057-025	455	Addition	1,847.30				
05/08/18	Jose Partida	1121 Doris Avenue	4130	200-0-172-300	33	Addition	133.98				
05/08/18	Melanie North	1600 Dunsmuir Street	5840	183-0-381-015	127	Addition	515.62				
05/15/18	Gym Brynn Jasper O. Onasin	660 Roderick Avenue	3240	200-0-231-030	330	Addition	1,339.80				
05/15/18	Luis Oscanos	1901 Victoria Avenue, #202	6770	188-0-350-255	245	Addition	994.70				
05/15/18	Luis Oscanos	1901 Victoria Avenue, #204	6770	188-0-350-235	188	Addition	763.28				

COMMERCIAL

05/15/18	Ravello River Ridge 152, LLC	The Gallery ~ Phase 2 (odd 2311-2335 Niklaus St.)	5150	179-0-040-170 & 180	25,233	New		102,445.98			
05/25/18	ZT Cabot LLC	2021 Cabot Place	1665	216-0-191-115	24,518	New		9,071.66			

Sub-Total May 2018

	\$117,339.68						5,822.04	111,517.64	0.00	0.00	
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Fees Exempt AB181 For May	5,822.04
Fees Paid AB181 For May	111,517.64
Fees Paid SB50 For May	0
Fifth & Patterson Paid for May	0

Fees Exempt AB181 To Date:	20,616.26
Fees Paid AB181 To Date:	1,444,470.23
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

JUNE 2018~

RESIDENTIAL

06/01/18	Grace Blas	332 North K Street	4150	200-0-282-210	816	Addition		3,312.96			Refund 9/17/18; \$129.92; Setback Change per
06/04/18	Jade Alvarez	5333 Whitecap Street	8725	191-0-082-025	103	Addition	418.18				
06/18/18	Richard Horne	2410 Lions Gate Drive	5440	181-0-155-105	244	Addition	990.64				
06/18/18	Arturo Sepulveda	171 W. Iris Street	3630	203-0-223-080	498	Addition	2,021.88				
06/18/18	Edward Cristobal	2621 Pyrite Place	5365	181-0-204-395	222	Addition	901.32				

COMMERCIAL

Sub-Total June 2018

	\$7,644.98						4,332.02	3,312.96	0.00	0.00	
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Fees Exempt AB181 For June	4,332.02
Fees Paid AB181 For June	3,312.96
Fees Paid SB50 For June	-
Fifth & Patterson Paid for June	-

Grand Totals	
Fees Exempt AB181 To Date:	24,948.28
Fees Paid AB181 To Date:	1,447,783.19
Fees Paid SB50 To Date:	-
Fifth & Patterson Paid To Date	-

Grand Total All	\$ 1,472,731.47
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REFUNDS

10/18/17	Oxnard Pacific Associates II, LP ck.#5007072074; refund overpayment	-10,000.00
Total Refunds		(10,000.00)

2017-2018 ADJUSTED TOTAL RECEIVED \$ 1,437,783.19

DEVELOPER FEES 2016-2017

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
July 2016~											
RESIDENTIAL											
07/14/16	Swiff, Richard	1810 Jeanette Drive	5320	181-0-013-055	24	Addition	87.36				
COMMERCIAL											
Sub Total July 2016		\$87.36					87.36	0.00	0.00	0.00	
Fees Exempt AB181 For July		87.36									
Fees Paid AB181 For July		-									
Fees Paid SB50 For July		-									
Fees Exempt AB181 To Date:		87.36									
Fees Paid AB181 To Date:		-									
Fees Paid SB50 To Date:		-									
August 2016~											
RESIDENTIAL											
08/05/16	Gitford, Virginia	5200 Whitecap Street	8725	191-0-073-055	2059	New		7,494.76			
08/10/16	Weilbacher, Gregory	4921 Island View Street	8765	191-0-123-145	938	Addition		3,414.32			
08/31/16	Hendrix, Steve	5316 Outrigger Way	8730	191-0-085-055	3714	New		13,518.96			
COMMERCIAL											
Sub-Total August 2016		\$24,428.04					0.00	24,428.04	0.00	0.00	
Fees Exempt AB181 For August		-									
Fees Paid AB181 For August		24,428.04									
Fees Paid SB50 For August		-									
Fees Exempt AB181 To Date:		87.36									
Fees Paid AB181 To Date:		24,428.04									
Fees Paid SB50 To Date:		-									

DEVELOPER FEES 2016-2017

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	NOTES
SEPTEMBER 2016 ~											
RESIDENTIAL											
09/01/16	Arias, John	2037 Spyglass Tri East	5250	179-0-114-085	486	Addition	1,769.04				
09/19/16	Aldersgate Investment, LLC	300 9th Street/Senior Citizen Housing	3500	202-0-191-375	97,826	New		36,195.62			
09/20/16	Navarro, Ana	220 Julian Street	1640	216-0-135-145	310	Addition	1,128.40				
09/20/16	Gonzales, Luciano	1302 W. Birch Street	4320	203-0-092-300	211	Addition	768.04				
09/28/16	Port 121 LLC	3851 Harbor Island Ln	7800	188-0-310-055	2,403	New*		14,845.47			*refunded \$6,098.55
09/28/16	TRI Pointe Homes	Islander Walk,Anchor Ave, Yacht Pl.	8765/6880	187-0-060-115	24,901	New		90,639.64			
09/28/16	TRI Pointe Homes	Islander Walk,Anchor Ave, Yacht Pl.	8765/6880	187-0-060-115	24,619	New		89,613.16			
09/30/16	Seng, Sam	225 E. Channel Islands	2990	204-0-222-315	141	Addition	513.24				
09/30/16	Ruiz, Alejandra	1448 Fir Avenue	4330	203-0-191-015	230	Addition	837.20				
09/30/16	Magallon, Margarito	146 S. H Street	3270	202-0-030-470	494	Addition	1,798.16				
COMMERCIAL											
09/28/16	Port 121 LLC	3851 Harbor Island Ln	7800	188-0-310-055	1,865	New*		690.05			
Sub-Total September 2016							6,814.08	231,983.94	0.00	0.00	
Fees Exempt AB181 For September 6,814.08											
Fees Paid AB181 For September 231,983.94											
Fees Paid SB50 For September -											
Fees Exempt AB181 To Date: 6,901.44											
Fees Paid AB181 To Date: 256,411.98											
Fees Paid SB50 To Date: -											
OCTOBER 2016~											
RESIDENTIAL											
10/05/16	Arroyo, Arcelia	608 Beverly Dr.	3260	200-0-311-390	530	Addition		1,929.20			
10/11/16	Mireles, Raymond	4930 Amalfi	8770	191-0-162-075	3,081	New		11,214.84			
10/11/16	Rodnick, Oscar	4833 Oceanaire Street	8770	191-0-163-145	82	Addition	298.48				
10/11/16	Real, Alicia	145 N. K Street	4160	202-0-235-055	453	Addition	1,648.92				
10/21/16	Rodriguez, Teresa	431 Julian Street	1635	216-0-123-035	84	Addition	305.76				
COMMERCIAL											
10/7/2016	Alisam Oxnard, LLC	1401 W. Gonzales Road	4080	139-0-080-255	12,312	New		4,555.44			
Sub Total October 2016							2,253.16	17,699.48	0.00	0.00	
Fees Exemp AB181 For October 2,253.16											
Fees Paid AB181 For October 17,699.48											
Fees Paid SB50 For October -											
Fees Exempt AB181 To Date: 9,154.60											
Fees Paid AB181 To Date: 274,111.46											
Fees Paid SB50 To Date: -											

DEVELOPER FEES 2016-2017

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES
NOVEMBER 2016 ~											
RESIDENTIAL											
11/01/16	Nisavsarm, Michael	4740 San Sebastian Dr.	8800	191-0-460-115	9	Addition	32.76				
11/01/16	YYB Constructa	2030 Geneva Way	5830	183-0-365-155	200	Addition	728.00				
11/01/16	Alatorre, Laura	321 Roderick	3200	200-0-242-090	305	Addition	1,110.20				
11/09/16	UHC 00558 Oxnard, L.P.	1210 Felicia Ct.	2148	201-0-080-030	1,912	New		6,959.68			
11/09/16	UHC 00558 Oxnard, L.P.	1210 Felicia Ct.	2148	201-0-080-030	143,602	New	522,711.28				
11/28/16	Torres, Eduardo	414 Harrison Ave.	2642	201-0-052-170	413	Addition	3,006.64				
11/28/16	Watson, Billy	1341 Lawrence Way	5740	183-0-301-125	26	Addition	189.28				
11/28/16	Moraga, Rick	1710 Helm Drive	6700	187-0-173-045	56	Addition	407.68				
COMMERCIAL											
Sub-Total November 2016							528,185.84	6,959.68	0.00	0.00	
NECSP											
Fees Exempt AB181 For November							528,185.84				
Fees Paid AB181 For November							6,959.68				
Fees Paid SB50 For November							-				
Fees Exempt AB181 To Date:							537,340.44				
Fees Paid AB181 To Date:							281,071.14				
Fees Paid SB 50 To Date							-				
Fifth & Patterson Paid to Date							-				
DECEMBER 2016~											
RESIDENTIAL											
12/12/16	Arroyo, Arcelia	608 Beverly Dr.	3260	200-0-311-390	78	Addition		567.84			
12/22/16	Graf, Phillip	444 S. F Street	3350	202-0-075-090	499	Addition	3,632.72				
COMMERCIAL											
Sub-Total December 2016							3,632.72	567.84	0.00	0.00	
Fees Exempt AB181 For December							3,632.72				
Fees Paid AB181 For December							567.84				
Fees Paid SB50 For December							-				
Fifth & Patterson Paid for December							-				
Fees Exempt AB181 To Date:							540,973.16				
Fees Paid AB181 To Date:							281,638.98				
Fees Paid SB50 To Date:							-				
Fifth & Patterson Paid to Date							-				

DEVELOPER FEES 2016-2017

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M/T	NOTES
JANUARY 2017~											
RESIDENTIAL											
01/11/17	Bass, William	4960 Dolphin Way	8760	191-0-115-135	340		2,475.20				
01/12/17	Lubisich	4951 Coral Way	8745	191-0-112-315	1,320			9,609.60			
01/25/17	Casillas, Henry-HCO Holdings	161 N. Garfield Ave.	2630	201-0-123-020	1,350			9,828.00			refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	165 N. Garfield Ave.	2630	201-0-123-020	1,350			9,828.00			refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	164 N. Grant Ave.	2630	201-0-123-020	1,350			9,828.00			refunded \$4,914.00
01/25/17	Casillas, Henry-HCO Holdings	168 N. Grant Ave.	2630	201-0-123-020	1,350			9,828.00			refunded \$4,914.00
COMMERCIAL											
1/12/2017	Anderson Construction	800 N. Del Norte Blvd.		216-0-212-115	993			367.41			
Sub-Total January 2017							2,475.20	49,289.01	0.00	0.00	
Fees Exempt AB181 For January		2,475.20									
Fees Paid AB181 For January		49,289.01									
Fees Paid SB50 For January		-									
Fifth & Patterson Paid for January		-									
Fees Exempt AB181 To Date:		543,448.36									
Fees Paid AB181 To Date:		330,927.99									
Fees Paid SB50 To Date:		-									
Fifth & Patterson Paid to Date		-									
FEBRUARY 2017 ~											
RESIDENTIAL											
02/06/17	Moraga, Rick	1710 Helm Dr.	6700	187-0-173-045	56	Addition	203.84				
02/06/17	Kucfery, Anne	2131 Kingsbridge Way	5424	188-0-088-125	182	Addition	662.48				
02/06/17	Renovation Builders-McGill	2501 Miramar Place	5740	186-0-021-120	499	Addition	1,816.36				
02/07/17	Rodarte, Gloria	1640 McLoughlin Ave.	5840	183-0-371-055	287	Addition	1,044.68				
02/07/17	Mr. & Mrs. Tipton	2227 Vista del Mar	8800	191-0-400-205	81	Addition	294.84				
02/07/17	Graf, Phillip	444 South E Street	3350	202-0-075-090	499	Addition	1,816.36				
02/14/17	TRI Pointe Homes	1971 Anchor Ave, 5 units	6880	187-0-230-015	8061	New		29,342.04			
02/14/17	TRI Pointe Homes	3761 W. Hemlock, 4 units	6770	187-0-230-015	9923	New		36,119.72			
02/16/17	Ramirez Cardenas, Maria	961 W. Kamala Street	4400	205-0-301-125	475	Addition	1,729.00				
02/24/17	Murillo, Alejandro	156 W. Fir Avenue	3670	203-0-222-150	879	Addition		3,199.56			
02/27/17	Ravello River Ridge 152, LLC	The Gallery at River Ridge		179-0-040-170	99602	New		344,622.92			
02/27/17	Ravello River Ridge 152, LLC	The Gallery at River Ridge		179-0-040-180		New		17,928.36			
COMMERCIAL											
Sub-Total February 2017							7,567.56	431,212.60	0.00	0.00	
Fees Exempt AB181 For February		7,567.56									
Fees Paid AB181 For February		431,212.60									
Fees Paid SB50 For February		-									
Fifth & Patterson Paid for February		-									
Fees Exempt AB181 To Date:		551,015.92									
Fees Paid AB181 To Date:		762,140.59									
Fees Paid SB50 To Date:		-									
Fifth & Patterson Paid to Date		-									

DEVELOPER FEES 2016-2017

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'M'T	NOTES	
MARCH 2017~												
RESIDENTIAL												
03/07/17	Vreeke, Lori	20161 Greencastle Way	7920	188-0-055-085	3,383	New		12,314.12				
03/10/17	Garcia, Benjamin	316 & 318 S. "D" Street	3320	202-0-083-140	2,956	New		10,759.84				
03/23/17	TRI Pointe Homes	Islander Walk, Victoria Ave.	6770	187-0-230-015	20,921	New		76,152.44				
03/23/17	Dexter, Glenn	1440 Decksides Ct.	6640	187-0-025-435	92	Addition	334.88					
03/23/17	Laburu, Chris	1290 W. Cedar St.	4320	203-0-142-240	468	Addition	1,703.52					
03/30/17	Tovar, Javier	2701 Daffodil Ct.	5445	181-0-144-225	675	Addition		2,457.00				
03/30/17	Raulinaitis, Sig	2010 Jamestown Way	7930	188-0-053-035	229	Addition	833.56					
COMMERCIAL												
Sub-Total March 2017								2,871.96	101,683.40	0.00	0.00	
Fees Exempt AB181 For March								2,871.96				
Fees Paid AB181 For March								101,683.40				
Fees Paid SB50 For March								-				
Fifth & Patterson Paid for March								-				
Fees Exempt AB181 To Date:								553,887.88				
Fees Paid AB181 To Date:								863,823.99				
Fees Paid SB50 To Date:								-				
Fifth & Patterson Paid to Date								-				
April 2017 ~												
RESIDENTIAL												
04/10/17	Kahn, Tim	2231 Laurel Valley Place	5240	179-0-161-035	373	Addition	1,383.83				rec'd. 7/14/17 via email	
04/20/17	Torres, Olga Patricia	2710 Geronimo Drive	1945	220-0-084-175	323	Addition	1,198.33				rec'd. 7/14/17 via email	
04/19/17	Lopez, Daniel	312 E. Iris Street	2970	204-0-142-030	253	Addition	938.63				rec'd. 7/14/17 via email	
COMMERCIAL												
Sub-Total April 2017								3,520.79	0.00	0.00	0.00	
Fees Exempt AB181 For April								3,520.79				
Fees Paid AB181 For April								-				
Fees Paid SB50 For April								-				
Fees Exempt AB181 To Date:								557,408.67				
Fees Paid AB181 To Date:								863,823.99				
Fees Paid SB50 To Date:								-				
Fifth & Patterson Paid to Date								-				

DEVELOPER FEES 2016-2017

DATE	APPLICANT	PROJECT ADDRESS	GEO CODE	PARCEL #	SQ FT	CONST. TYPE	EXEMPT FEE	LEVEL 1 PAID AB181 FEE	LEVEL 2 PAID SB50 FEE	FIFTH AND PATTERSON AGR'MT	NOTES	
MAY 2017-												
RESIDENTIAL												
5/2/2017	Chun, Duk	5118 Whitecap Street	8725	191-0-073-135	34	Addition	126.14					
5/25/2017	Lupe Ramirez	2231 Byrd Drive	1965	220-0-241-255	396	Addition	1,469.16					
COMMERCIAL												
5/15/2017	Benjamin Lewon	2040 Eastman Ave.	2110	216-0-193-185	25,351	New		9,379.87				
Sub-Total May 2017								1,595.30	9,379.87	0.00	0.00	
Fees Exempt AB181 For May		1,595.30										
Fees Paid AB181 For May		9,379.87										
Fees Paid SB50 For May		-										
Fifth & Patterson Paid for May		-										
Fees Exempt AB181 To Date:		559,003.97										
Fees Paid AB181 To Date:		873,203.86										
Fees Paid SB50 To Date:		-										
Fifth & Patterson Paid To Date		-										
JUNE 2017-												
RESIDENTIAL												
06/14/17	TRI Pointe Homes, Inc.	3763 Islander Walk/Jellyfish Lane	8765/6880	187-0-237-145	12,489	New		46,334.19				
06/14/17	TRI Pointe Homes, Inc.	3741 Islander Walk/Jellyfish Lane	8765/6880	187-0-237-025	12,489	New		46,334.19				
06/27/17	Central Coast Eng./Ralph Casi	5323 Beachcomber Street	8715	191-0-053-095	2,441	New		9,056.11				
COMMERCIAL												
06/27/17	Ricardo Suarez/Oralia's Bakery	942 W. Wooley Road	3560	203-0-042-220	1,676	Addition		620.12				
Sub-Total June 2017								0.00	102,344.61	0.00	0.00	
Fees Exempt AB181 For June		-										
Fees Paid AB181 For June		102,344.61										
Fees Paid SB50 For June		-										
Fifth & Patterson Paid for June		-										
Grand Totals												
Fees Exempt AB181 To Date:		559,003.97										
Fees Paid AB181 To Date:		975,548.47										
Fees Paid SB50 To Date:		-										
Fifth & Patterson Paid To Date		-										
Grand Total All									\$ 1,534,552.44			
REFUNDS												
10/04/17	Port 121 LLC	ck.#5007059252; refund 1865 @ 3.64; commercial not residential							(6,098.55)			
03/01/17	Casillas, Henry-HCO Holdings	ck.#5007062036; refund 4 projects ea 1350 @ 3.64; billed @ 7.28							(19,656.00)			
Total Refunds								(25,754.55)				
2016-2017 ADJUSTED TOTAL RECEIVED		\$						949,793.92				

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Approval of Committed Fund Balance Resolution #22-12 (Mitchell/Crandall Plasencia)

The administration is requesting Board Approval of Resolution #22-12, authorizing the establishment of a committed fund balance in the general fund. Education Code section 33127 allows for the identification and commitment of fund balance for specified purpose(s). The “commitment of fund balance” is the highest level of fund balance constraint that can be approved by a governing board.

Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the “commitment of fund balance”.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-12 to establish a committed fund balance in the general fund, and authorize the Superintendent to set the amounts committed for each specified purpose.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-12 \(2 pages\)](#)



OXNARD SCHOOL DISTRICT APPROVAL OF COMMITTED FUND BALANCE RESOLUTION #22-12

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, the governing board of the Oxnard School District wishes to establish a committed fund balance in the general fund in conformance with the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the Oxnard School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the California Department of Education and the Government Finance Officers Association recommend that school districts maintain committed, assigned, and unassigned reserves of at least two months of operating expenditures or approximately a 17 percent reserve to mitigate revenue short falls and unanticipated expenditures;

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, certain district expenditures such as health care benefits or pension costs can be difficult to predict precisely;

WHEREAS, healthy reserves can address these cost increases rather than immediately reducing spending and other parts of the budget;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing textbooks and related curriculum, computers, school buses and equipment and facility components that have reached the end of their useful lives such as flooring, or heating and cooling systems;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

BE IT THEREFORE RESOLVED, that the Oxnard School District Board of Education, hereby commits to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

Student Transportation/Bus Replacement	\$1,000,000
Technology Device Refresh	\$3,000,000
Instructional Materials Adoptions	\$2,000,000
Building Maintenance One-Time Funds	\$1,564,000
Financial Stability Reserve	\$23,760,805

BE IT THEREFORE FUTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint.

ADOPTED by the Governing Board on December 14, 2022, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

THIS IS TO CERTIFY that the above resolution was adopted by the Board of Trustees by a majority vote, at its regular meeting of December 14, 2022.

Signed: _____
President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #22-04 (Mitchell /Franz)

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

1. A listing of Purchase orders issued 11/04/2022 through 12/01/2022 for the 2022-2023 school year, for \$2,708,599.22.
2. There are no Draft Payments issued from 11/04/2022 through 12/01/2022, 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 #22-04 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #22-04 \(13 Pages\)](#)

Includes Purchase Orders dated 11/04/2022 - 12/01/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00036	Gold Star Foods	640	SUP	130-9320	1,495.00
NP23-00037	Gold Star Foods	640	SUP	130-9320	1,708.20
NP23-00038	Gold Star Foods	640	SUP	130-9320	462.56
NP23-00039	Gold Star Foods	640	SUP	130-9320	184.08
NP23-00040	Gold Star Foods	640	SUP	130-9320	587.20
NP23-00041	Gold Star Foods	640	SUP	130-9320	103.84
P23-02060	COURTYARD MARRIOTT RANCHO BERN ARDO	630	Hotel Travel Conf. / Ruben Estrada.	010-5200	425.99
P23-02530	Smart And Final Iris Co	046	MATL/SUPPLY-INSTRUCTION	010-4300	1,000.00
P23-02531	Southpaw Enterprises Inc	380	MAT/SUP & Non-Cap Equip (LCAP 1.30)	010-4300	2,085.02
				010-4400	6,984.80
P23-02532	PLAYLEARN USA INC	380	Non Cap Equip & Mat/Supp (LCAP 1.13)	010-4300	363.71
				010-4400	3,816.00
P23-02533	Southpaw Enterprises Inc	380	Non Cap Equip & Mat/Supp (LCAP 1.13)	010-4300	2,030.52
				010-4400	6,294.99
P23-02534	Southpaw Enterprises Inc	380	Items for SM motor room (LCAP 1.3)	010-4300	3,842.87
				010-4400	8,213.01
P23-02535	Apple Computer Inc	630	Comp Supplies / Facilities	010-4318	928.46
P23-02536	Sinclair Sanitary Supply Inc	630	Custodial Equipt	010-4400	4,971.20
P23-02537	Petroleum Telcom Inc DBA Telecom	380	Mat/Supp (LCAP 2.9)	010-4300	738.53
P23-02538	Social Thinking Publishing	380	Books (LCAP 1.13)	010-4200	105.73
P23-02539	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Professional Services / Vehicle #145	010-5800	3,298.95
P23-02540	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	380	MAT/SUPL (LCAP 1:13)	010-4300	2,500.00
P23-02541	FLAGHOUSE INC	380	Materials & supplies for Brekke OT(LCAP 1.13)	010-4300	62.44
P23-02542	Southpaw Enterprises Inc	380	Materials & supplies for Brekke OT (LCAP 1.3)	010-4300	289.64
P23-02543	TRI-SIGNAL INTEGRATION, INC.	630	Professional Services / Soria	010-5800	1,881.66
P23-02544	VENTURA PEST CONTROL INC	630	Pest Control	010-5500	3,000.00
P23-02545	INFINITY REMODELING INC 2B-MOB ILE	380	Professional Services/Consulting (LCAP 1.30)	010-4300	797.67
				010-5800	2,205.43
P23-02546	Barco Products Company	630	Grounds Equipment / Lopez	010-4400	4,021.17
P23-02547	Forbess Consulting Group, Inc FCG Environmental	630	Professional Servies / Sierra Linda , OSC	010-5800	1,315.00
P23-02548	Hand2mind	355	BRE-MTLS FOR UTK MATH (LCAP 1.05)	010-4300	246.93
P23-02549	Hand2mind	355	CUR- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	246.93

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 11/04/2022 - 12/01/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02550	Hand2mind	355	DRI- MTLs/ FOR UTK MATH (LCAP 1.05)	010-4300	246.93
P23-02551	Hand2mind	355	HAR- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	246.93
P23-02552	Hand2mind	355	MW- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	246.93
P23-02553	Hand2mind	355	MCA- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	246.93
P23-02554	Hand2mind	355	RITCHEN- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	493.85
P23-02555	Hand2mind	355	ROSE AVE- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	246.93
P23-02556	Hand2mind	355	SL- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	246.93
P23-02557	Hand2mind	355	BRE- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	692.49
P23-02558	Hand2mind	355	CHA- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	346.25
P23-02559	Hand2mind	355	ELM- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	346.25
P23-02560	Hand2mind	355	HAR- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	346.25
P23-02561	Hand2mind	355	MW- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	346.25
P23-02562	Hand2mind	355	MCA- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	346.25
P23-02563	Hand2mind	355	MCK- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	692.49
P23-02564	Hand2mind	355	DRI- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	692.49
P23-02565	Hand2mind	355	RIT- MTLs FOR UTK MATH (LCAP 1.05)	010-4300	692.49
P23-02566	Kone Inc	630	REPAIR	010-5632	2,185.00
P23-02567	Pro Ed	380	Materials & supplies for (LCAP 1.3)	010-4200	304.81
P23-02568	Amazon Com	380	Materials & supplies for (LCAP 1.3)	010-4300	180.05
P23-02569	Amazon Com	380	Materials & supplies for Erika Dowd (LCAP 1.3)	010-4300	89.28
P23-02570	Amazon Com	380	Materials & supplies for Brekke OT (LCAP 1.13)	010-4300	4,089.00
P23-02571	ENVISION FORD LINCOLN OXNARD	630	Repairs	010-5632	8,000.00
P23-02572	ENVISION FORD LINCOLN OXNARD	630	Misc Materials and Supplies	010-4329	1,000.00
P23-02573	ENVISION FORD LINCOLN OXNARD	630	Repairs	010-5632	3,000.00
P23-02574	NORTH SHORE COMMERCIAL DOOR	630	Materials and Supplies	010-4300	454.18
P23-02575	ZEMARC CORPORATION	630	Electrical Materials and Supplies	010-4321	543.64

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 11/04/2022 - 12/01/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02576	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Prof Service / OSD Bus Yard UG Water Leak	010-5800	5,572.00
P23-02577	Amazon Com	380	Materials & supplies for Curren OT (LCAP 1.13)	010-4300	2,043.84
P23-02578	Amazon Com	380	Materials & supplies for (LCAP 1.3)	010-4300	160.62
P23-02579	SALINAS & SONS ROOTER SERVICE	630	Professional Service / Driffill	010-5645	850.00
P23-02580	Amazon Com	630	Materials and Supplies	010-4300	66.55
P23-02581	Grainger Inc	630	Equipment / Facilities	010-4400	2,855.64
P23-02582	Amazon Com	630	Materials and Supples	010-4300	40.50
P23-02583	JENNIFER PORTER dba/D&J PAINTI NG	630	Professional Service / ESC	010-5800	4,050.00
P23-02584	SCRIPPS MEDIA INC VENTURA COUN TY STAR	650	SERVICE/ LEGAL AD (ALARM MONITORING)	010-5800	486.68
P23-02585	Lakeshore Learning Materials	057	Writing materials	010-4300	1,129.40
P23-02586	ORIENTAL TRADING COMPANY	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	564.54
P23-02587	Perma Bound Books	050	BOOKS-INST	010-4200	3,890.76
P23-02588	Lakeshore Learning Materials	044	MATERIALS & SUPPLIES	010-4300	501.46
P23-02589	Brainpop Com LLC	032	SERV - Instructional	010-5818	4,486.25
P23-02590	Sinclair Sanitary Supply Inc	003	Store Supplies	010-9320	2,707.54
P23-02591	Sinclair Sanitary Supply Inc	003	Store Supplies	010-9320	3,307.93
P23-02592	ORIENTAL TRADING COMPANY	055	Mat/Supp-Instructional	010-4300	102.62
P23-02593	ORIENTAL TRADING COMPANY	057	Student Incentives	010-4300	473.88
P23-02594	Superior Sanitary Supplies	003	Store Supplies	010-9320	854.12
P23-02595	Hand2mind	355	RAMONA - MATERIALS FOR UTK MATH (LCAP 1.05)	010-4300	1,038.74
P23-02596	Hand2mind	355	LEM - MATERIALS FOR UTK MATH (LCAP 1.05)	010-4300	1,038.74
P23-02597	Hand2mind	355	SLIN - MATERIALS FOR UTK MATH (LCAP 1.05)	010-4300	1,038.74
P23-02598	Hand2mind	355	ROSE - MATERIALS FOR UTK MATH (LCAP 1.05)	010-4300	1,038.74
P23-02599	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4100	3,967.46
P23-02600	Amazon Com	058	Counselor Mtls & supplies	010-4300	368.63
P23-02601	Amazon Com	059	Materials & Supplies- J. Chavez	010-4300	206.54
P23-02603	Amazon Com	038	matl/supp-instructional	010-4300	65.71
				010-4318	174.61
P23-02604	Amazon Com	038	MATL/SUPP-Uribe	010-4300	223.93
P23-02605	Amazon Com	042	Mat/Supp (LCAP 1.13)	010-4300	85.72
P23-02606	Amazon Com	050	Materials & Supplies-Inst	010-4300	75.37
P23-02607	Amazon Com	056	Mat/Sup - Instruction (LCAP 1.8)	010-4300	37.29
P23-02608	Amazon Com	630	Materials and Supplies	010-4300	25.63
P23-02609	Amazon Com	055	Mat/Supp-Instructional	010-4300	118.15
P23-02610	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	42.76

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02611	Amazon Com	355	MATERIALS FOR MATH (LCAP 1.05)	010-4300	1,187.13
P23-02612	Amazon Com	355	MATERIALS FOR MATH (LCAP 1.05)	010-4300	1,187.13
P23-02613	Children's Museum of Santa Barbara, MOXI	032	SERV - Instructional	010-5800	600.00
P23-02614	SCHOLASTIC-FACE AND LITERACY INITIATIVES	059	Books Other Than Textbooks	010-4200	2,192.98
P23-02615	Cardea Services	300	Conf- LCAP 1.09	010-5200	2,400.00
P23-02616	CABE	300	Membership-	010-5300	90.00
P23-02617	BARNES AND NOBLE BOOKSELLERS, INC.	300	Books- Title III-LCAP 1.22	010-4200	7,336.15
P23-02618	Extreme Clean	003	Store Supplies	010-9320	6,134.86
P23-02619	COURTYARD BY MARRIOTT SAN DIEGO DOWNTOWN	300	CONF CSBA - Accomadations (LCAP 1.32)	010-5200	1,460.37
P23-02620	Office Depot Bus Ser Div	053	Mat/Supp (LCAP 1.13)	010-4300	179.76
P23-02621	Office Depot Bus Ser Div	057	Non Cap Equipment (LCAP 1.30)	010-4400	832.80
P23-02622	Office Depot Bus Ser Div	003	Store Supplies	010-9320	2,351.06
P23-02623	Hyatt Regency Santa Clara	335	CONF - Instruction LCAP 1.32	010-5200	461.19
P23-02624	Ahern Rentals	300	Supp- LCAP 3.01	010-5600	223.05
P23-02625	Walmart	051	MAT/SUPPLIES	010-4300	500.00
P23-02626	HYATT REGENCY SUITES- PALM SPRINGS	355	TRAVEL & CONFERENCE - PD MATH (LCAP 1.19)	010-5200	1,424.16
P23-02627	CN School & Office Sol, Inc Culver-Newlin	620	EQUIP-MATL/SUP (ADDTL DESKS)	010-4300	462.96
P23-02628	Inclusive Education & Community Partnership	380	SERV (BEHAVIOR SUPPORT & 1 to 1 SVCS)	010-4400	6,240.14
				010-5100	75,000.00
				010-5800	25,000.00
P23-02629	MIND RESEARCH INSTITUTE	355	SERV/SUPP CONC (GOAL/ACTION 1.05)	010-5800	26,000.00
P23-02630	JOYCE SIEGEL/RICHARD SIEGEL VIDEO COMMUNICATIONS	620	SUPPLIES	010-5818	1,500.00
P23-02631	Hawthorne Educational Services	036	bks - instructional	010-4200	742.90
P23-02632	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	345	Conf-LCAP Goal 1,20 (TOSAs Summit)	010-5800	3,246.65
P23-02633	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	345	Soft/LCAP 1.20 LCFF (LLI)	010-5818	655.50
P23-02634	Newsela, Inc	032	SERV - Instructional	010-5818	5,613.18
P23-02635	NEW MANAGEMENT, INC	032	Mat/Sup - Admin	010-4300	1,085.18
P23-02636	HECTOR RAMOS OUTCAST SPORTS AND APPAREL	032	Mat/Sup - Instructional	010-4300	229.43
P23-02637	Spinitar	042	MAT/SUP INSTRUCTION	010-4300	781.03
P23-02638	Teachers Pay Teachers	044	MATERIALS & SUPPLIES	010-5818	99.49
P23-02639	AG Designs 805	050	Materials & Supplies-Inst	010-4300	897.69
P23-02640	Gloria Perea Tacos Oaxaquena S.M.P	300	Supplemental-LCAP 3.01	010-4300	600.00
P23-02641	RIFTON EQUIPMENT	057	Non-Cap Equipment (LCAP 1.30)	010-4400	2,969.42

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P23-02642	Carolina Biological Supply	051	MAT/SUPPLIES (instructional)	010-4300	263.73
P23-02643	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-Governor Budget Workshop 1-19-23. OEA	010-5200	590.00
P23-02644	Food Safety Systems	640	5200 CONF	010-5200	4,100.00
P23-02645	Harbor Freight Tools	055	Matl/Supp-Instructional	010-4300	81.88
P23-02646	CABE	345	Conf (LCAP 1.20 LCFF TOSA)	010-5200	824.00
P23-02647	CABE	058	CABE Conference 2023	010-5200	2,895.00
P23-02648	CALIFORNIA KINDERGARTEN ASSOC	335	CONF - Instruction LCAP 1.8	010-5200	750.00
P23-02649	Southwest Plastic Binding Co S outhwest Binding & Laminating	003	Store Supplies	010-9320	3,166.07
P23-02650	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 TEXTBOOKS & INSTRUCTIONAL MATERIALS	010-4300	1,472.91
P23-02651	WestEd	300	BKS (LCAP 1.1)	010-4200	802.55
P23-02652	Lowe's	046	MATL/SUPPLY-INSTRUCTION	010-4300	270.25
P23-02653	Ahern Rentals	044	RENTALS, LEASES REPAIRS	010-5600	662.10
P23-02654	Ventura Co Office Of Education	053	CONF-Instructional	010-5200	35.00
P23-02655	Sunrise Phys Therapy Svcs In	610	Ergonomic Equipment	010-4300	6,482.26
				010-4400	1,892.77
P23-02656	PERSONNEL TESTING COUNCIL OF S OUTHERN CALIFORNIA	210	memb	010-5300	80.00
P23-02657	Lifetouch NSS Acct Receiveable	051	MAT/SUPPLIES (Instruction)	010-4300	144.22
P23-02658	Jesus Banos Tubayas T-Shirts	046	MATL/SUPPLY-INSTRUCTION	010-4300	3,549.53
P23-02659	SMART AND FINAL-C.I. BLVD	050	Materials & Supplies-Inst	010-4300	546.25
P23-02660	Pepperdine University	055	Entrance Fee	010-5800	100.00
P23-02661	Petesehria, LLC PizzaMan Dan's	036	matl/sup - instructional	010-4300	1,311.00
P23-02662	Lowe's	055	Matl/Supp-Instructional	010-4300	217.41
P23-02663	HOME COUNTY PIZZA INC DOMINO'S PIZZA	055	Matl/Supp-Instructional	010-4300	327.75
P23-02664	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professional Service / McAuliffe	010-5800	830.00
P23-02665	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professional Service / Brekke	010-5800	375.00
P23-02666	SALINAS & SONS ROOTER SERVICE	630	Professional Service / Driffill	010-5645	625.00
P23-02667	Dial Security	630	Professional Services / Marina West	010-5800	136.56
P23-02668	AMERICAN PIZZA OXNARD	052	MATL/SUPL-Inst	010-4300	546.25
P23-02669	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	71.53
P23-02670	RENAISSANCE LONG BEACH HOTEL	345	Conf (LCAP 1.20 LCFF TOSA)	010-5200	1,202.56
P23-02671	Office Depot Bus Ser Div	050	Material & Supplies-Inst	010-4300	506.88
P23-02672	Lowe's	051	MAT/SUPPLIES	010-4300	1,000.00
P23-02673	SCHOLASTIC-TEACHER STORE	044	MATERIALS AND SUPPLIES	010-4200	357.14
P23-02674	Zearn	355	SOFTWARE/APPS FOR MATH (LCAP 1.05)	010-5818	2,500.00
P23-02675	DreamBox Learning, Inc.	355	SERV- LCAP GOAL # 1, ACTION # 5	010-5818	82,540.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02676	AMERICA'S TEACHING ZOO	038	SERV-instructional	010-5800	300.00
P23-02677	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	032	SERV - Instructional	010-5800	995.00
P23-02678	DICK BLICK COMPANY BLICK ART M ATERIALS	003	Store Supplies	010-9320	3,672.44
P23-02679	BRAGG INVESTMENT COMPANIES INC COASTLINE EQUIPMENT CO	620	SUPPLIES	010-4300	570.15
P23-02680	LAW OFFICE OF SHAWNA L. PARKS	380	SERV-attorney fees	010-5899	9,000.00
P23-02681	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	61.16
P23-02682	SCHOOL SPECIALTY LLC	003	Store Supplies	010-9320	1,749.75
P23-02683	Amazon Com	050	Materials & Supplies-Inst	010-4300	326.42
P23-02684	SANTA BARBARA MUSEUM OF NATURA L HISTORY	066	SERV-Instructional	010-5800	100.00
P23-02685	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-Governors Budget 1-19-23	010-5200	1,180.00
P23-02686	Amplify Education, Inc	355	SOFTWARE/APPS FOR MATH (LCAP 1.05)	010-5818	36,000.00
P23-02687	Petroleum Telcom Inc DBA Telec om	610	Emergency Materials and Supplies	010-4400	13,742.69
P23-02688	MOSYLE CORPORATION	004	SOFTWARE	010-5818	105.34
P23-02689	MOSYLE CORPORATION	004	SOFTWARE	010-5818	3,908.16
P23-02690	Gopher Sport	040	MATL/SUPP	010-4300	338.68
P23-02691	LAW OFFICE OF PATRICIA BARRETT	210	Serv	010-5800	3,300.00
P23-02692	Printech	054	Materials & Supplies-Instructional	010-4300	863.95
P23-02693	Amazon Com	380	Materials & supplies for Brekke OT (LCAP 1.13)	010-4300	73.20
P23-02694	RENAISSANCE LONG BEACH HOTEL	058	Hotel registration for CABE conference	010-5200	2,705.76
P23-02695	Hyatt Regency Long Beach	100	Conference and Travel	010-5200	2,137.99
				010-5221	2,137.99
				010-5223	2,137.99
				010-5224	2,137.99
				010-5225	2,137.99
				010-5228	2,137.99
P23-02696	Myers Stevens And Toohey And	032	INS - Instructional	010-5400	962.00
P23-02697	Amazon Com	380	Materials & supplies for Brekke OT (LCAP 1.13)	010-4300	73.20
P23-02698	Amazon Com	380	Materials & supplies for Curren OT (LCAP 1.13)	010-4300	73.20
P23-02699	Ventura Co Office Of Education	058	ELD conferences	010-5200	450.00
P23-02700	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	99.23
P23-02701	Lakeshore Learning Materials	040	MATL/SUPP-INSTRUC	010-4300	190.00
P23-02702	Perma Bound Books	040	BOOKS OTHER THAN	010-4200	681.20
P23-02703	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	853.52
P23-02704	WESTIN LONG BEACH	032	CONF - Admin	010-5200	831.86

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P23-02705	WESTIN LONG BEACH	032	CONF - Instructional	010-5200	4,991.16
P23-02706	SMART AND FINAL-C.I. BLVD	038	MATL/SUPP-instructional	010-4300	81.94
P23-02707	Lowe's	046	MATL/SUPPLY-INSTRUCTION	010-4300	105.17
P23-02708	Petroleum Telcom Inc DBA Telecom	036	matl/sup - instructional	010-4300	3,074.84
P23-02709	Spicers Paper Inc	655	Materials and Supplies	010-4300	2,319.38
P23-02710	ACSA/FEA	100	ACSA Superintendent Symposium	010-5200	800.00
P23-02711	Lakeshore Learning Materials	040	MATL/SUPP-INSTRUCTIONAL	010-4300	1,804.55
P23-02712	SCHOLASTIC-MAGAZINES	051	BOOKS (Instructional)	010-4200	274.73
P23-02713	Rockwell Printing Inc.	ERC	TEXTBOOKS/INST. MATS LCAP 1.29	010-4300	4,815.88
P23-02714	Amazon Com	036	matl/sup - instructional	010-4300	1,197.29
P23-02715	Amazon Com	040	MATL/SUPP	010-4300	655.72
P23-02716	Amazon Com	315	MTRL-SUPL LCAP 1.6	010-4300	29.84
P23-02717	Amazon Com	040	MATL/SUPP	010-4300	193.15
P23-02718	Amazon Com	040	MATL/SUPP-INSTRUC	010-4300	67.20
P23-02719	MCGRAW HILL EDUCATION, INC	ERC	LCAP 1.29 Textbooks & Instructional Materials	010-4100	4,674.46
P23-02720	Amazon Com	380	MATLS/SUPPL (BOOKS-JEFFERSON) LCAP 1.13	010-4200	63.94
P23-02721	Amazon Com	380	Materials & supplies for Driffill OT(LCAP 1.13)	010-4300	81.94
P23-02722	Amazon Com	345	MTLS LCAP 1.20 (6053-TK)	010-4300	233.97
P23-02723	Amazon Com	380	Mat/Supp (LCAP 1.30)	010-4300	1,069.67
				010-5800	89.41
P23-02724	Amazon Com	380	Materials & supplies for Ashley A. (LCAP 1.3)	010-4300	162.14
P23-02725	Amazon Com	055	Mat/Supp for RSP Teacher Rury Olivares	010-4300	215.02
P23-02726	Amazon Com	055	Mat/Supp for RSP Teacher Rury Olivares	010-4300	116.80
P23-02727	Amazon Com	380	Materials & supplies for Ashley A. (LCAP 1.3)	010-4300	88.32
P23-02728	Amazon Com	630	Grounds Materials and Supplies	010-4300	112.40
P23-02729	Amazon Com	040	MATL/SUPP	010-4300	1,202.02
P23-02730	Amazon Com	059	Materials & Supplies- Infant Dept.	010-4300	180.90
P23-02731	Amazon Com	059	Materials & Supplies- Infant	010-4300	102.28
P23-02732	Amazon Com	345	MTLS LCAP 1.20 (6053-TK)	010-4300	233.97
P23-02733	Amazon Com	320	LCAP 1.18 mat/sup	010-4300	48.08
P23-02734	PLAYLEARN USA INC	380	Materials & supplies for Brekke OT(LCAP 1.13)	010-4300	372.01
				010-4400	3,903.10
P23-02735	Miguel Mijares M & M Sports	345	MATL (LCAP 1.4) LCFF	010-4300	4,680.27
P23-02736	Super Duper Inc	380	Materials & supplies for Melissa C. (LCAP 1.3)	010-4300	63.43
P23-02737	Teachers Pay Teachers	380	Materials & supplies for Melissa C. (LCAP 1.3)	010-4300	14.20

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02738	Ventura Bee Rescue LLC	630	Pest Control	010-5500	1,000.00
P23-02739	Shiffler Equipment	630	Grounds Equipment / ESC	010-4400	1,101.72
P23-02740	Social Thinking Publishing	380	Travel & Conference (LCAP 1.30)	010-5200	110.00
P23-02741	Extreme Clean	003	store supplies	010-9320	2,488.72
P23-02742	Infant Development Assoc of CA	059	Conference & Travel	010-5200	35.00
P23-02743	Office Depot Bus Ser Div	050	Material & Supplies-Inst.	010-4300	148.37
P23-02744	BARNES AND NOBLE BOOKSELLERS, INC.	044	Books other Than Books	010-4200	188.77
P23-02745	QUINN COMPANY DBA QUINN POWER SYSTEMS	004	Repair (Quinn)	010-5632	455.00
P23-02746	Office Depot Bus Ser Div	041	Mat/Sup - Instruct. Teacher C. Velarde -RSP	010-4300	199.87
P23-02747	Ventura Co Office Of Education	004	TRAV/CONF	010-5200	300.00
P23-02748	SCHOOL TECH SUPPLY	040	COMPUTER EQUIPMENT	010-4318	663.51
P23-02749	ESGI	066	SOFTWARE-INSTRUCTIONAL	010-5818	235.00
P23-02750	School Serv Of Calif Inc	100	SERV-SSC agmt #22-164, HR Dept Review	010-5800	55,000.00
P23-02751	SCHOOL TECH SUPPLY	004	Repair	010-5618	120.16
P23-02752	Ricoh Usa, Inc	650	MAINT (ARCHIVES SCANNER/SOFTWARE)	010-5631	1,630.01
P23-02753	CN School & Office Sol, Inc Cu lver-Newlin	036	matl/sup - instructional	010-4300	1,994.62
P23-02754	SCHOOL TECH SUPPLY	380	MATLS/EQUIPT LCAP 1.13	010-4318 010-4418	1,273.06 2,611.05
P23-02755	SATOR SOCCER THE AYSO STORE	040	MATL/SUPP	010-4300	1,030.13
P23-02756	CALIFORNIA KINDERGARTEN ASSOC	335	CONF - Instruction LCAP 1.8	010-5200	390.00
P23-02757	Amazon Com	630	Materials and Supplies	010-4318	82.00
P23-02758	Amazon Com	640	MATL/SUP	130-4300	1,207.00
P23-02759	Amazon Com	630	Materials and Supplies	010-4300	82.63
P23-02760	COSTCO WHOLESALE CORPORATION	036	mat/sup - instructional	010-4300	1,638.75
P23-02761	Garcia Hernandez Sawhney, LL P	600	SERV-legal	010-5899	800,000.00
P23-02762	DreamBox Learning, Inc.	355	SERV- LCAP GOAL # 1, ACTION # 5	010-5818	34,500.00
P23-02763	Amazon Com	060	Material/SUP-INstruction Ms. Cervantes	010-4300	100.19
P23-02764	Amazon Com	036	matl/sup - instructional	010-4300	702.57
P23-02765	Lakeshore Learning Materials	335	Mat/Sup - Instruction - LCAP 1.8	010-4300	2,857.98
P23-02766	Amazon Com	053	Materials/Supplies-Instructional	010-4300	406.92
P23-02767	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	358.69
P23-02768	Amazon Com	066	MATL/SUP-Instructional	010-4300	458.38
P23-02769	Amazon Com	066	MATL/SUP-Instructional	010-4300	399.48
P23-02770	EL POLLO NORTENO INC	056	Mat/supplies-refreshments	010-4300	367.40
P23-02771	FIRE RECOVERY USA, LLC	630	Fire Inpection Fees / Marina West School	010-5800	129.00

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02772	Teacher Synergy, LLC	059	Lic & Applications	010-5818	2,400.00
P23-02773	Printech	066	Matl/Sup-Instructional	010-4300	875.00
P23-02774	FIRE RECOVERY USA, LLC	630	Professional Service / Marshall	010-5800	129.00
P23-02775	AG Designs 805	036	matl/sup - instructional	010-4300	491.63
P23-02776	360 Degree Customer, Inc	380	SERV(PARA-M.KELLY)	010-5100	76,128.00
P23-02777	Petesehria, LLC PizzaMan Dan's	050	Materials & Supplies-Inst	010-4300	1,201.75
P23-02778	COSTCO WHOLESALE CORPORATION	056	Matl/Supp-Instructional	010-4300	546.25
P23-02779	Old Mission Santa Barbara, Inc	036	serv- instructional	010-5800	436.00
P23-02780	Ventura Co Office Of Education	058	3rd grade books	010-4200	819.38
P23-02781	UPS - FREIGHT	055	Serv	010-5901	109.25
P23-02782	Home Depot Inc	054	matl/sup-instructional	010-4300	2,244.12
P23-02783	Gopher Sport	036	matl/sup - instructional	010-4300	2,997.08
P23-02784	Island Packers Co	041	SERV / TITLE 1(GOAL 1, ACTION 26)	010-5800	2,860.00
P23-02785	Lego Education	315	SERV- ELOP	010-5800	75,900.00
P23-02786	STERLING VENUE VENTURES LLC	300	RENTAL (MIDDLE SCHOOL PROMOTION)	010-5600	6,500.00
P23-02787	San Diego Co Supt. of Schools	385	SERV/TITLE III (LCAP 1.3)	010-5800	5,900.00
P23-02788	Ventura Co Office Of Education	385	SERV/MAA (SESS SERVICES)	010-5800	156,000.00
P23-02789	Gopher Sport	032	Matl/Sup - Instructional	010-4300	3,069.54
P23-02790	Ricoh Usa, Inc	650	MAINT (APPXTENDER MAINT/SUPPORT)	010-5631	5,418.00
P23-02791	CABE	335	CONF - Instruction LCAP 1.8	010-5200	740.00
P23-02792	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Professional Service / Vehicle #164	010-5800	2,421.39
P23-02793	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	630	Professional Service / Vehicle #165	010-5800	2,421.39
P23-02794	Vogue Sign Company	630	Professional Service / Sierra Linda	010-5800	3,388.94
P23-02795	Veritiv Operating Company	003	Store Supplies	010-9320	5,189.38
P23-02796	SCHOOL TECH SUPPLY	383	LCAP 1.18 ELPAC Comp Equip	010-4418	30,458.90
P23-02797	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Prof Service / Lemonwood ES Emergency Water Repair	010-5800	2,723.69
P23-02798	SMART AND FINAL-C.I. BLVD	032	Matl/Sup - Instructional	010-4300	1,500.00
P23-02799	COSTCO WHOLESALE CORPORATION	032	Matl/Sup - Instructional	010-4300	1,500.00
P23-02800	Dial Security	630	Professional Services / Panic Buttons	010-5800	12,545.31
P23-02801	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Professional Service / OSD Bus Yard	010-5800	1,766.60
P23-02802	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	630	Professional Service / Fremont	010-5800	3,524.33
P23-02803	Calif Chamber Of Commerce	610	Safety Materials and Supplies	010-4300	1,259.34
P23-02804	Amazon Com	032	BKS - Instructional	010-4200	108.61
P23-02805	JOSE C. CASTANEDA PROVISION EN TERTAINMENT DJS	055	Service	010-5800	327.75
P23-02806	SCHOOL TECH SUPPLY	053	Computer Supplies	010-4318	418.60
P23-02807	CONTRACT PAPER GROUP INC	003	Store Supplies	010-9320	36,506.11

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ESCAPE ONLINE

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Includes Purchase Orders dated 11/04/2022 - 12/01/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02808	TEACHER CREATED MATERIALS	051	BOOKS (instructional)	010-4200	371.75
P23-02809	Demco Inc	058	Library materials	010-4300	165.58
P23-02810	Lakeshore Learning Materials	060	Material/SUP-Parent Night Supplies	010-4300	877.70
P23-02811	Ahern Rentals	048	MATERIAL AND SUPPLIES-INSTRUCTIONAL	010-4300	441.40
P23-02812	Ferguson Enterprises Inc	630	Plumbing Equip Materials / Lopez	010-4400	829.21
P23-02813	Amazon Com	048	MATERIAL AND SUPPLIES-INSTRUCTIONAL	010-4300	196.68
P23-02814	Amazon Com	355	MAT/SUP - LCAP GOAL #1, ACTION # 5	010-4300	50.78
P23-02815	Amazon Com	032	Matl/Sup - Instructional	010-4300	880.47
P23-02816	Amazon Com	032	Matl/Sup - Instructional	010-4300	204.16
P23-02817	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	272.71
P23-02818	Amazon Com	051	BOOKS (Instructional)	010-4200	45.82
P23-02819	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	61.92
P23-02820	Amazon Com	004	MAT/SUP	010-4300	372.92
P23-02821	Amazon Com	052	MATL/SUPL-Instruc	010-4300	698.99
P23-02822	Amazon Com	052	MATL/SUPL-Instr	010-4300	51.24
P23-02823	Amazon Com	630	Grounds Materials and Supplies	010-4300	238.07
P23-02824	Amazon Com	066	MATL/SUP-instructional (M.Woods & ORC)	010-4200	197.22
				010-4300	134.16
P23-02825	Amazon Com	032	Matl/Sup - Instructional	010-4300	45.69
P23-02826	Amazon Com	032	Matl/Sup - Instructional	010-4300	510.25
P23-02827	Amazon Com	032	Matl/Sup - Instructional	010-4300	246.24
P23-02828	Amazon Com	032	Matl/Sup - Instructional	010-4300	478.66
P23-02829	Amazon Com	032	Matl/Sup - Instructional	010-4300	164.77
P23-02830	Amazon Com	032	Matl/Sup - Instructional	010-4300	214.61
P23-02831	SMART AND FINAL-C.I. BLVD	056	Matl/supp-Instructional	010-4300	546.25
P23-02832	Amazon Com	056	Matl/Supp-Instructional	010-4300	467.34
P23-02833	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	238.45
P23-02834	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	159.65
P23-02835	SANTA BARBARA MUSEUM OF NATURAL HISTORY	038	SERV-instructional fieldtrip admission 2nd grade	010-5800	200.00
P23-02836	Amazon Com	610	Office Materials and Supplies	010-4400	783.72
P23-02837	Amazon Com	060	Material-SUP-Inst Parent Night	010-4300	103.22
P23-02838	Amazon Com	630	Materials and Supplies	010-4300	176.48
P23-02839	Amazon Com	032	Matl/Sup - Instructional	010-4300	341.04
P23-02840	Amazon Com	032	Matl/Sup - Instructional	010-4300	178.18
P23-02841	Amazon Com	315	MTRL-SUPL LCAP 1.6	010-4300	145.67
P23-02842	Amazon Com	060	Material/SUP-Intr. Cervantes	010-4300	107.30
P23-02843	Amazon Com	060	Materials/Sup-Instruction (Mr. Mares)	010-4300	472.90
P23-02844	Amazon Com	060	Material/SUP-Intru. PBIS	010-4300	245.42
P23-02845	Staples Direct	003	Receiving Supplies	010-4300	346.66

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Includes Purchase Orders dated 11/04/2022 - 12/01/2022

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-02846	Home Depot Inc	003	Warehouse Supplies	010-4300	151.37
P23-02847	CABE	300	CONF(LCAP 1.19)	010-5200	1,750.11
				010-5300	109.89
P23-02848	NATIONAL ASSOCIATION FOR BILIN GUAL EDUCATION-NABE	345	MEMB (LCAP 1.20) LCFF	010-5300	60.00
P23-02849	SCHOOL TECH SUPPLY	032	Matl/Sup - Instructional	010-4300	452.30
P23-02850	Calif Assn Of Latino Supt & Ad	056	Prof. Development	010-5200	950.00
P23-02851	Lakeshore Learning Materials	032	Matl/Sup - Instructional	010-4300	196.58
P23-02852	Kaplan Early Learning Company	060	Material/SUP-Instruction	010-4300	1,065.29
P23-02853	Sinclair Sanitary Supply Inc	003	Store Supplies	010-9320	7,124.19
P23-02854	Grainger Inc	040	MATL/SUPP	010-4300	885.71
P23-02855	Office Depot Bus Ser Div	057	Materials and Supplies	010-4300	137.58
P23-02856	SPB Associates, Inc DBA Subway # 27320	640	SUP	130-4700	109,500.00
P23-02857	Ned Pan, Inc. dba. Pantages Theatre	315	FIELD TRIP LCAP 1.6	010-5800	37,801.00
P23-02858	Traffic Technologies, LLC Total Signs & Screen Printing	060	Materials/SUP-Instruction (PBIS)	010-4300	1,662.36
P23-02859	Ventura Co Star	600	SERV-Legal Ad-Public Hearing.SchBondWaiver	010-5800	91.97
P23-02860	Calif Dept Of Educ Accounting Office	660	F/Y: 2020-21 ASES Overpayment Reimb.	010-8590	536,991.21
P23-02861	COSTCO WHOLESALE CORPORATION	300	MATL/SUP-LCAP 3.01	010-4300	1,000.00
P23-02862	SALUS CAMPUS SOLUTIONS	385	Campus Assistant Safety Training	010-5800	60,000.00
Total Number of POs				339	
				Total	2,708,599.22

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	331	2,593,351.34
130	CAFETERIA FUND	8	115,247.88
		Total	2,708,599.22

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ESCAPE ONLINE

Includes Purchase Orders dated 11/04/2022 - 12/01/2022

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-00161	16,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,210.70
P23-00163	35,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	4,449.73
P23-00177	14,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,000.00
P23-00309	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P23-00488	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,251.51
P23-00787	8,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	757.13
P23-00800	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P23-00912	1,638.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	546.25
P23-00966	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P23-01009	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	667.63
P23-01357	214.89	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	41.68-
P23-01365	545.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	447.18-
P23-01419	383.47	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	157.32-
P23-01492	4,846.11	010-5229	GENERAL FUND/BOARD MEMBER MARTINEZ	242.30
P23-01628	682.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	51.00
P23-01779	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-01885	784.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	833.66-
P23-01924	900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P23-01992	655.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	382.37
P23-02164	1,830.02	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	239.96
P23-02188	15,977.74	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,770.60
P23-02234	784.38	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,182.82-
P23-02293	57.06	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	23.53
P23-02294	397.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	198.77
P23-02297	133.02	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	6.82-
P23-02298	150.60	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	70.30
P23-02302	687.79	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	128.78
P23-02304	394.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1.29-
P23-02310	240.84	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	257.05-
P23-02311	561.95	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	374.63
P23-02334	165.16	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	68.29-
P23-02354	1,962.95	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	816.64-
P23-02374	555.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.59-
P23-02401	725.01	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	169.36
P23-02407	122.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.67
P23-02408	122.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.67
P23-02409	192.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.59
P23-02410	71.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.83
P23-02412	509.99	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.37-
P23-02413	663.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	110.90
P23-02414	173.09	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	31.50
P23-02415	172.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	30.41

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.

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Includes Purchase Orders dated 11/04/2022 - 12/01/2022

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-02416	71.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.83
P23-02417	398.52	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.93-
P23-02418	377.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.04-
P23-02420	122.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	27.67
P23-02421	365.84	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	139.68-
P23-02422	336.92	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	54.84-
P23-02423	122.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.67
P23-02428	206.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.50-
P23-02429	412.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	92.99-
P23-02430	377.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.30-
P23-02432	412.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	92.99-
P23-02433	206.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.50-
P23-02438	191.97	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	60.80-
P23-02440	71.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.83
P23-02442	206.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	46.50-
P23-02443	181.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.30-
P23-02444	71.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.83
P23-02446	535.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	127.79-
P23-02448	173.09	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	31.50
P23-02450	377.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.30-
P23-02452	535.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	127.79-
P23-02453	469.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	69.31-
P23-02455	535.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	127.79-
P23-02457	140.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	32.74-
Total PO Changes				21,066.65

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres/Torres)

Establish

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 6731 to be established at Rose Avenue School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 2235 to be established at Lopez Academy. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 7999 to be established at McAuliffe School. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a three-hour 180-day Campus Assistant position number 11405 to be established at McKinna School. This position will be established to provide additional support in supervision of students.

Abolish

an eight-hour 246-day Human Resources Analyst position number 148 to be abolished in the Human Resources department. This position will be abolished as it is being replaced with Administrative Assistant position number 10179.

FISCAL IMPACT:

Cost for 3 Paraeducators – Special Education: \$92,657 Special Education funds

Cost for 1 Campus Assistant: \$12,615 LCFF Supplemental & Concentration funds

Savings for 1 Human Resources Analyst: \$105,915 Unrestricted Resource funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Torres)

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 12.14.22 \(2 pgs\).pdf](#)
[Certificated Personnel Actions 12.14.22 \(1 pg\).pdf](#)

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
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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
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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
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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

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

Beltran, Bijou	Teacher	2022/2023 School Year
Carmona, Mary	Intervention Specialist Provider	2022/2023 School Year
Garland, Janelle	SPED Teacher	2022/2023 School Year
Hurst, Bianca	Speech Therapist	2022/2023 School Year
Marshall, Peter	Teacher, Science	2022/2023 School Year
Miller, Steven	Teacher	2022/2023 School Year
Rivero-Leon, Nancy	Teacher, PE	2022/2023 School Year

Baker, Garrett	Substitute Teacher	2022/2023 School Year
Benitez, Caila	Substitute Teacher	2022/2023 School Year
Cervantes, Julissa	Substitute Teacher	2022/2023 School Year
Duran, Maria	Substitute Teacher	2022/2023 School Year
Estrada, Sonia	Substitute Teacher	2022/2023 School Year
Garcia Camacho, Daisy	Substitute Teacher	2022/2023 School Year
Garcia Lopez, Maria	Substitute Teacher	2022/2023 School Year
La Pata, Teresa	Substitute Teacher	2022/2023 School Year
Martinez, Mayra	Substitute Teacher	2022/2023 School Year
Padilla, Andrea	Substitute Teacher	2022/2023 School Year
Pineda, Iridian	Substitute Teacher	2022/2023 School Year
Quintanilla Cosio, Marco	Substitute Teacher	2022/2023 School Year
Sanchez, Jamie	Substitute Teacher	2022/2023 School Year
Sosa, Justin	Substitute Teacher	2022/2023 School Year
Suarez, Norma	Substitute Teacher	2022/2023 School Year
Tellez, Alejandro	Substitute Teacher	2022/2023 School Year

Unpaid Leave

Felix, Noel	Teacher	November 11 -December 16, 2022
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Amendment #1 to Agreement #22-22 – Art Trek Inc. (DeGenna/Shea)

At the Board meeting of June 22, 2022, the Board of Trustees approved Agreement #22-22 with Art Trek Inc. to provide enrichment programs during Oxnard School District's Expanded Learning Programs, in the amount of \$2,136,910.00.

Amendment #1 will increase staff at each school site to add an additional component integrating STEAM for the length of the school year. This is intended to add 20 staffed positions to the after school program. This addition will add 19,560 hours to our School Year Program paid at a rate of \$95 per hour (19,560 hours x \$95 per hour = \$1,858,200), plus additional costs including materials and training fees of \$110,000, for a total increase of \$1,968,200.00, and a new total agreement amount of \$4,105,110.00.

This Amendment #1 to Agreement #22-22 shall be effective upon signature and implemented from December 15, 2022 to June 30, 2023

FISCAL IMPACT:

Not to Exceed \$1,968,200.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #22-22 with Art Trek Inc.

ADDITIONAL MATERIALS:

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

[Agreement #22-22, Art Trek Inc. \(2 Pages\)](#)

Amendment #1 to OSD Agreement #22-22

ART TREK, INC.

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

2022-2023 AGREEMENT FOR ART SITE INSTRUCTIONAL SERVICES OXNARD EXPANDED LEARNING PROGRAM

At the Board meeting of June 22, 2022, the Board of Trustees approved Agreement #22-22 with Art Trek Inc. to provide enrichment programs during Oxnard School District's Expanded Learning Programs, in the amount of \$2,136,910.00.

Amendment #1 will increase staff at each school site to add an additional component integrating STEAM for the length of the school year. This is intended to add 20 staffed positions to the after school program. This addition will add 19,560 hours to our School Year Program paid at a rate of \$95 per hour (19,560 hours x \$95 per hour = \$1,858,200), plus additional costs including materials and training fees of \$110,000, for a total increase of \$1,968,200.00, and a new total agreement amount of \$4,105,110.00.

This Amendment #1 to Agreement #22-22 shall be effective upon signature and implemented from December 15, 2022 to June 30, 2023

Nan Young- Director

Date

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

Date

ART TREK, INC.

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

2022-2023 AGREEMENT FOR ART SITE INSTRUCTIONAL SERVICES OXNARD EXPANDED LEARNING PROGRAM

This Agreement for Instructional Services, is effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320 finds that Art Trek is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES

Art Trek shall provide the following services for Oxnard School District Expanded Learning Program. These are the highest predicted numbers based on the maximum number of teachers per school and the maximum number of days teaching.*

1. **Summer:** 8 schools with 4 teachers max at each school plus 3 additional teachers for substitution and support = 35 teachers. All materials included.
35 teachers x 5 hours x 19 days = 3325 hours x \$95 per hour = \$315,875

2. **Intersession:** (in addition to summer 19 days) 20 schools plus 3 additional teachers for substitution and support = 23 teachers All materials included
11 ELP days x 23 teachers x 5 hours x \$95 per hour = \$120,175

(With the summer 19 days, this will meet the 30 non-teaching day requirement for ELP)

3. **Enrichment Opportunities:** All materials included
10 days x 23 teachers x 5 hours x \$95 per hour - \$109,250

4. **School year:** (Starts after Labor Day and ends last day of school) *Based on 2021-2022 calendar*
163 days @ 4 hours each x 23 teachers = 14,996 hours
9 days @ 6 hours each x 23 teachers = 1242 hours (early dismissal days). All materials included.

=16,238 hours x \$95 per hour = \$1,542,610

5. **Curriculum Development and Training at the district office:** Based on 11 workshops (\$1500 each), packet materials (\$125 per workshop), school visits (\$5,000), and gala (\$2500). Materials provided by OSD.

Total: \$24,000

6. **Training of Art Trek staff on a monthly basis:** \$25,000

TOTAL FOR 2022-2023 EXPANDED LEARNING PROGRAM: \$ 2,136,910**

*Art Trek is committed to placing two teachers in every class when possible.

**Any additional work when agreed upon in writing between the two parties will be charged at a rate of \$95 per hour.

Employees must meet the following criteria for participation in the Expanded Learning Program and for safety/responsibilities:

Safety and Responsibilities

- Site Team Meetings 1 hr every 2 wks
- Incident Reports
- Dress code and identification
- No Visitors or Volunteers
- Ethics and Confidentiality
- Arriving and leaving the site
- Scheduled work hours
- Prep time
- Classroom conditions and clean up
- Classroom management trained
- Sign in and Sign out

- Attendance at All Staff Training Days

Employment Requirements

- Negative TB Test
- DOJ-Fingerprint Clearance
- Meet Para-Professional Requirements
- Harassment Training
- Mandated Reporting, General and School Personnel
- CPR & First Aid Certification

INVOICING:

Teaching fee, packet materials fee, and training fee to be invoiced at the end of each month of instruction.

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

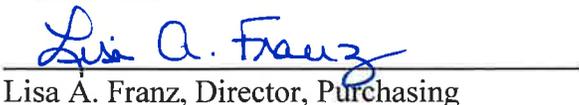
Art Trek meets all OSD requirements for insurance and has provided a Certificate of Insurance naming Oxnard School District as additionally insured.

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



Nan Young, Director

6/27/2022
Date



Lisa A. Franz, Director, Purchasing

6-23-2022
Date

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-165 – Hip Hop Mindset (Aguilera-Fort/Shea)

Hip Hop Mindset will provide Social Media management, content creation, and posting services for the Oxnard School District Instagram and Facebook accounts for all 21 school sites in the district. Services will include visiting school sites to capture photo/video of events and creating content (flyers, photos, graphics, videos) for the 2022-2023 school year.

Term of the Agreement: December 15, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$60,000.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Superintendent, that the Board of Trustees approve Agreement #22-165 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-165, Hip Hop Mindset \(3 Pages\)](#)
[Exhibit C \(2 Pages\)](#)

OSD Agreement #22-165

HIP HOP MINDSET **SHORT TERM SERVICE AGREEMENT**

This Service Agreement is made and entered into this 14th day of December 2022 by and between ***Hip Hop Mindset (Provider)*** and ***Oxnard School District (District)***.

PROVIDER: Hip Hop Mindset **Tax ID or SSN:** 82-3262470

STREET ADDRESS: PO Box 7202, Oxnard CA 93031

Email Address: info@hiphopmindset.com **Phone:** 805-758-5701

SERVICES:

Hip Hop Mindset will provide Social Media management, content creation and posting services for the Oxnard School District Instagram and Facebook accounts for all 21 school sites in the district.

Hip Hop Mindset will visit school sites throughout the week for the 2022/2023 school year to capture photo/video of events, activities, and special occasions.

Hip Hop Mindset will create Highlight videos for special events and occasions and shared on social media.

Hip Hop Mindset will edit photos/videos captured and share with school sites via Google Drive for teachers, principals to view and share as well.

Hip Hop Mindset will create content for OSD Instagram and Facebook accounts which can include (Flyers, Photos, Graphics, Videos)

Hip Hop Mindset will manage accounts, will upload daily onto both accounts (Can include page posts, story posts, reels, polls, questions).

Hip Hop Mindset will charge at an hourly rate of \$100 per hour for their services.

INDEMNIFICATION:

- a. Provider 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 Provider or those of any of Provider's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Provider 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. Provider 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.

- 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.

INSURANCE: Provider 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. Provider agrees to provide District with copies of required policies upon request.

OXNARD SCHOOL DISTRICT TO PROVIDE:

- Calendar with special events to cover for the 2022/2023 School Year
- Weekly bulletin from school sites to see what events to cover for the week
- List of events that need to be covered
- Access to OSD Social Media Pages (Instagram / Facebook)
- Access to a Google Drive to share and upload photos/videos with sites, teachers, principals.
- OSD Email account to communicate with principals and teachers at sites to plan days to cover events at their sites.
- OSD Principal Emails contact list

DATES: December 15, 2022 – June 30, 2023

FEES: Not to exceed \$60,000.00 (600 Hours)

PAYMENT: School site will pay provider after receipt of an invoice, net 30 days. Invoices will be emailed monthly.

CONDITIONS: Provider will have no obligation to provide services until a signed copy of this agreement is returned to Hip Hop Mindset.

Any extra hours of service beyond what is outlined shall be agreed on in writing in advance of work by OSD representatives: Lydia Lugo Dominguez, Dr. Ginger Shea, Dr. Karling Aguilera-Fort, Tom Kranzler and HHM.

TERMINATION OF AMENDMENT: This agreement may be terminated or amended in

writing at any time by mutual written consent of all of the parties to this agreement and may be terminated by either party if for any reason by giving the other party 30 days advance written notice.

By Signing Below Parties Agree To Terms Of This Agreement:

PROVIDER (Hip Hop Mindset)

DATE:

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

DATE:

Exhibit C

To Agreement for Consultation Services

Insurance

I. **Insurance Requirements:** Consultant shall provide and maintain insurance, acceptable to the 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 from 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 expected 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 the 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 the 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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-180 – Drumtime (DeGenna/Shea)

Drumtime will provide social emotional and enrichment activities through the exploration of rhythm and beats with students as part of the Expanded Learning Opportunity Program (ELOP).

Term of Agreement: December 15, 2022 through June 30, 2023

FISCAL IMPACT:

\$25,000.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-180 with Drumtime.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-180, Drumtime \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)



After School Program Proposal

Date: 11/03/22

Client: Oxnard School district After School Program
Attention: Dr. Ginger Shea and Judy Orejel

John Lacques of Drumtime will facilitate drum circles for OSD After School programs beginning December 15, 2022 and continuing through June 30th, 2023

Drumtime will continue to provide an environment of creativity, wellness, inclusiveness, and most of all, fun for each session at each site.

John has worked at most of the OSD elementary school sites already from 2018 thru 2020, with the Drum Bus program-not only facilitating the Beat The Odds program, but for After School, Special Needs classes, and Opportunity sessions at the middle school sites. He is bilingual (English/Spanish) and has been facilitating drum circles with Drumtime since 2004.

John has worked with grade levels PreK through college age students. He has also worked with At-Risk students and incarcerated youth at the Juvenile Detention Center on Vineyard from 2017-2020, as well as the CYO in Camarillo.

The sessions will (mostly) take place on Wednesday afternoons as this provides the most available time for the AS program.

All drums, percussion, and facilitation provided by John Lacques. The understanding is that the groups will be approximately 20 participants, however, John is more than willing to accommodate more per group, (up to 25-30 if need be) with proper notification.

The fee will be \$250 for up to 100 sessions.

Thank you for your consideration!

John Lacques- owner and founder of Drumtime.

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

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2022

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

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

PRODUCER Rothstein Insurance Services, Inc. 88 N. Oak Street, Suite #2A Ventura CA 93001	CONTACT NAME: Barry Rothstein PHONE (A/C. No. Ext): (805) 648-6595 E-MAIL ADDRESS: csr@rinsure.com	FAX (A/C. No):				
	INSURER(S) AFFORDING COVERAGE		NAIC #			
	INSURER A: Hiscox Insurance Company, Inc.	INSURER B:	INSURER C:	INSURER D:	INSURER E:	INSURER F:
INSURED John Lacques DbA Drumtime 104 W Center St Ventura CA 93001						

COVERAGES **CERTIFICATE NUMBER:** Cert ID 18067 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	UDC-2004860-BOP-21	06/23/2022	06/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property - Commercial			UDC-2004860-BOP-21	06/23/2022	06/23/2023	\$ 15,700

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oxnard School District is additionally insured per blanket endorsements.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Endorsement 27

NAMED INSURED: Drumtime

Blanket Additional Insured - Clients and Lessors of Premises

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

I. The following are added to the end of Section III. Who is an insured:

CL-A. Clients If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization for whom **you** are performing operations is an **insured**, but only with respect to liability arising out of:

- 1. **your** acts or omissions or of those acting on **your** behalf; and
- 2. the performance of **your** ongoing operations for the additional insured.

A person or organization's status as an additional insured under this subsection CL-A ends when **your** operations for that additional insured are completed.

CL-B. Lessors of premises If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization from whom **you** lease any premises is an **insured**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.

However, the coverage afforded to such additional insured(s) does not apply to any liability arising out of structural alterations, new construction, or demolition operations performed by or for such additional insured(s).

A person or organization's status as an additional insured under this subsection CL-B ends when **you** cease to be a tenant in the premises.

Endorsement Effective: June 23, 2022

Policy No.: P100.344.035.6


By: Kevin Kerridge
(Appointed Representative)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-182 – SELandBeyond (DeGenna/Shea)

Trisha DiFazio and Allison Roeser of SELandBeyond will provide professional development sessions on January 6, 2023, for teachers and staff to support the Oxnard School District Expanded Learning Opportunity Program (ELOP).

FISCAL IMPACT:

Not to Exceed \$16,298.50 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-182 with SELandBeyond.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-182, SELandBeyond \(5 Pages\)](#)

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Client: Dr. Ginger Shea, Oxnard School District
Consultants: Allison Roeser and Trisha DiFazio of SELandBeyond
Event: Social-Emotional Learning All Staff Training
Timeframe/Dates: January 6, 2023

As of November 3, 2022, this document outlines the agreement between **Dr. Ginger Shea and the Oxnard School District** (the “Client”) and **Allison Roeser and Trisha DiFazio of SELandBeyond** (“Contractors”) (collectively referred to as the “Parties”).

The Parties agree as follows:

Services

- The objective for this professional development training is to provide Social-Emotional Learning (SEL) strategies and enhance overall knowledge and SEL application.
- Scope of work includes planning, designing and delivering 6 professional development workshops, a keynote presentation and reasonable pre and post event contact with the client contact to ensure the events are successful.
- Client will provide:
 - Facilities with sufficient space for group activities, tables/chairs, whiteboard and/or flip-chart paper and easels, paper, pens, audio/visual (projector/screen/speakers) for the in-person sessions.
- Contractors will provide:
 - Their own laptop for projection of materials.
 - Any other materials needed for group activities not specified above.

Below are descriptions of the keynote presentation and two workshops that will be offered.

Keynote Title: Social-Emotional Learning Starts With Us: Empowering Adults to Support Students

Description: We can’t teach what we don’t know. Teachers, administrators, and support staff are most effective when they understand and develop their personal social-emotional capacities. Every adult that interacts with a student is a stakeholder in that student’s success. Because the school setting includes many contexts—classrooms, hallways, cafeteria, playground, bus—fostering a healthy school climate and culture requires active

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

engagement from all adults. This keynote will motivate and inspire after-school program staff in seeing their crucial role in the success of students.

Workshop Title: Strategies to Incorporate Social-Emotional Learning into the Content Areas

Description: Social-Emotional Learning (SEL) is one of the most important topics in education today. Research has shown that SEL increases academic achievement, improves behavior and contributes to the overall sense of well-being for students and teachers. This engaging and interactive session will provide participants with the basics of SEL including an overview of each of the five core competencies: self-awareness, self-management, social awareness, relationship skills and responsible decision-making.

Participants will:

- Understand the benefits of each of the five SEL core competencies.
- Enhance their own personal understanding of SEL by engaging in strategies firsthand.
- Be provided with easy-to-implement strategies that can be incorporated into any content area.

Workshop Title: Social-Emotional Learning Mindset

Description: This session offers an in-depth look at how our mindset can make a difference in our interactions with others. Becoming more self-aware helps us to manage our thoughts, emotions, and behaviors. This workshop is designed specifically to support and meet the needs of educators who work in an after-school setting. Warning: life may get a bit easier after attending.

Participants will:

- Explore the concepts of asset and deficit based mindsets.
- Enhance their own self-awareness by engaging in SEL strategies firsthand.
- Be equipped with strategies that can be easily implemented in expanded learning settings.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Timeframes

- The sessions will be conducted on the mutually agreed upon date, January 6th 2023, by client and contractor. SELandBeyond will provide two trainers (Allison Roeser, Trisha DiFazio), each delivering three, one-hour training sessions. Ms. DiFazio will also provide the keynote presentation for one hour to begin the session.
- The client may revise timeframes with two weeks written notice. Any extension shall be subject to having the right to negotiate terms and conditions of this Agreement in respect to such extension. Subject to any such alterations the terms and conditions of this Agreement shall apply to any such extension.

Fees and Payment Terms

- The price for training includes the full day rate for Trisha DiFazio and Allison Roeser. Payment will be made separately to Trisha DiFazio Consulting and Allison Roeser Coaching, LLC in the amount of \$8,149.25 each.
- Book sales are final and independent of any rescheduling or cancellation of the professional development training.
- Contractors will each receive payment from Client within **30** days of the training date, January 6, 2023.

Service & Products	Payment
Full Day Training Rate, Allison Roeser	5,000.00
Full Day Training Rate, Trisha DiFazio	5,000.00
Supplementary Resource: <i>SEL Starts with Us</i> Quantity: 150 books Price per book: \$39.99	5,998.50
Shipping and handling	300.00
Total	16,298.50

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Independent Contractor

The relationship between SELandBeyond and Oxnard School District is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal or state tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

Warranties

SELandBeyond warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices.

Termination

This Agreement may be terminated early for the following reasons:

By the Client

- I. If Contractor fails to perform his/her duties or materially breaches any obligation in the Agreement, and the failure or breach is not corrected within five days of receiving written notice from the Client; or
- II. If Contractor is unable to provide the services in this Agreement due to illness, death or disability.

By the Contractor

- I. If the Client materially breaches any obligation in the Agreement and such breach is not corrected within five days of receiving written notice from the Contractor; or
- II. If the Client files for bankruptcy.

Governing Law

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

[Client/Org Name] (Client):

(Signature)

Valerie Mitchell, Asst. Supt., Business & Fiscal Services
(Name – Please Print), (Position)

(Date)

Allison Roeser (Contractor):



(Signature)

_____Allison Roeser, MHS, PCC, ALT_____
(Name – Please Print)

_____November 3, 2022_____
(Date)

Trisha DiFazio (Contractor):



(Signature)

_____Trisha DiFazio_____
(Name – Please Print)

_____November 3, 2022_____
(Date)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-184 – Kingsmen Shakespeare Company (DeGenna/Shea)

Kingsmen Shakespeare Company will provide educational workshops/school assemblies at schools in Oxnard School District and will also perform a shortened version of The Tempest. The workshops will allow students to learn and experience Shakespeare.

Term of the Agreement/MOU: December 15, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$48,000.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-184 with Kingsmen Shakespeare Company.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-184, Kingsmen Shakespeare Company \(1 Page\)](#)

OSD AGREEMENT #22-184

AGREEMENT BETWEEN
KINGSMEN SHAKESPEARE COMPANY AND OXNARD SCHOOL DISTRICT
FOR ENRICHMENT

The scope of this document is to define the roles and responsibilities of (KSC) and the Oxnard School District (OSD). The purpose is to provide a Shakespeare Educational Tour for schools in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that KSC and OSD will work together to provide an enrichment program for students in Oxnard. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Kingsmen Shakespeare Company agrees to:**
 - a. Provide a full day Shakespeare Workshop at a cost not to exceed \$1,600 per workshop. The workshop will include
 - i. 9-40 minute workshops and one school assembly OR
 - ii. 3-20 minute workshops, 6- 40 minute workshops and one school assembly OR
 - iii. Variations may be discussed with KSC.
 - b. Provide an insurance certificate meeting the requirements of OSD.
 - c. Provider agrees to defend, indemnify, and hold harmless OSD, 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the OSD, or loss or theft of such Property, done or caused by such persons. OSD assumes no responsibility whatsoever for any property placed on OSD premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the OSD. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the OSD or any of its officers, agents, employees, and/or volunteers.
2. **The OSD agrees to:**
 - a. Provide site for workshop
 - b. Pay a one-time fee of \$100 for the insurance certificate.
 - c. Provide presentation equipment as requested

The Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented December 15, 2022 through June 30, 2023.

For the Oxnard School District

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

Date

For the Kingsmen Shakespeare Company



Timothy Hengst, Executive Director

11-7-2022

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-185 – Latino Film Institute/Youth Cinema Project (DeGenna/Shea)

Chavez Elementary School will use Latino Film Institute/Youth Cinema Project (YCP) to provide a second workshop for students focused as a club for current and former YCP students during the after school program. The program will focus on Public Service Announcements and students will make one-minute films on pressing issues in their community.

Term of Agreement: January 1, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$40,183.70 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-185 with the Latino Film Institute/Youth Cinema Project.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-185, Latino Youth Film Institute/Youth Cinema Project \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



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

November 2, 2022

Re: Agreement Between Oxnard School District and the Youth
Cinema Project

Dear Superintendent Aguilera-Fort:

Please allow me to express our appreciation to the Board of Directors and the Oxnard District (the “District”) for the opportunity for the Youth Cinema Project (“Youth Cinema Project”) to partner with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the District.

The Youth Cinema Project is project-based learning that bridges achievement and opportunity gaps by creating lifelong learners and the entertainment industry’s multicultural future.

To that end, California Government Code Section 53060 authorizes the District to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

Scope of Services

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in filmmaking for Public Service Announcements including: writing, storyboarding, casting, directing, production, editing, sound recording, and other film related skills. The services will be offered at one (1) class for the Spring semester

of 2023. The Youth Cinema Project will provide the curriculum and lesson plans for each class and course.

Prior to the start of the program, School teachers and administrators assigned to the program will receive an orientation and training. The Youth Cinema Project's teacher orientation and training program is conducted by our YCP staff. These same officers will also conduct semester-round staff development for each class with the School's teachers and administrators. Total annual number of hours for orientation, training, and staff development for one (1) class is seventeen and half (17.5) hours.

When possible, the Youth Cinema Project may also offer an industry field trip designed to enhance our curriculum. All field trips will need to be approved ahead of time by the School.

The District shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

A list of equipment costs to be borne by the District, will be emailed separately. Equipment costs differ per grade level.

Fees and Costs

The District will pay the Youth Cinema Project: (1) for the instructional and staff development services it provides to the District at an hourly rate of \$116.00 per hour and a fee of \$12,575.70 per semester to cover costs of program management, solicitation and coordination of other activities designed to enhance our curriculum, coordination of final project screenings at the Los Angeles Latino International Film Festival, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics.

Thus, the total for this After School Semester Program is **\$40,183.70**

Billings

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

All communication shall be directed to:

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

Cooperation in Program Assessment

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

Intellectual Property

The Youth Cinema Project recognizes that the films produced by the students are property of the District. The District hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students' work on the Youth Cinema Project website, YouTube and other social media platforms, other film festivals, partner websites, and other media.

Term and Termination

This agreement shall be effective as of January 1st, 2023 and shall remain in effect through June 30, 2023.

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and kindly return a signed copy to me at your earliest convenience. Again, we appreciate the opportunity to provide services to the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,



Erika Sabel Flores

Executive Director

Latino Film Institute | Youth Cinema Project

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

Oxnard School District

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



**2023 SPRING SEMESTER PROPOSAL FOR
OXNARD SCHOOL DISTRICT
YCP AFTER SCHOOL PROGRAM**

The following are the estimated costs and expenses for the Youth Cinema Project (“Youth Cinema Project”) for the Oxnard School District (the “District”). The estimates are for one (1) After School YCP Public Service Announcement (PSA) class. The program includes seventeen (17) weeks of YCP instruction for the Spring semester. The student maximum per class is 30 students.

1. Instruction

Instruction is planned for ninety (90) teaching minutes per day twice a week for 17 weeks. Each class will require two Youth Cinema Project mentors, as well as a classroom teacher or instructional aid. In addition, each session requires one (1) hour of prep time and one (1) hour of supplemental pay per mentor outside of teaching hours.

Mentor #1: 7 hours per week x 17 weeks = 119 hours x \$116 = **\$13,804**

Mentor #2: 7 hours per week x 17 weeks = 119 hours x \$116 = **\$13,804**

TOTAL = \$27,608

2. Orientation and Staff Development:

Prior to the start of the program, school teachers and administrators assigned to the program will participate in an orientation conducted by Youth Cinema Project staff. Mentor orientation and development will also be conducted throughout the semester for each class. Total number of hours for orientation, training, and staff development for one (1) semester is seventeen and half (17.5) hours.

Orientation, Training, and Staff Development Costs: 17.5 x \$116 = **\$2,030**

3. Program Management, Coordination, and Support:

The program will be overseen by Youth Cinema Project management. Coordination and support includes but is not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, scheduling and managing student film production logistics, and solicitation and coordination of other activities designed to enhance our curriculum. We also recommend that the school allow YCP to help coordinate a screening where the school can invite parents and community members to watch the students’ final projects.

Program Management per class for the semester = **\$10,545.70**

4. Equipment Requirements

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

5. Cost Overview

The estimated cost per class (without equipment) is:

One (1) After School Class	\$27,608.00
Training & Semester Development	\$2,030.00
Program Management	<u>\$10,545.70</u>
TOTAL	\$40,183.70

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-190, Next Gen Community Consulting (DeGenna/Halko)

Informational Evening Presentation on vaping prevention and awareness for students, families, and parents along with youth advocacy training.

FISCAL IMPACT:

Not to Exceed: \$1,250.00 - Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-190 with Next Gen Community Consulting.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-190, NexGen Community Consulting \(13 Pages\)](#)
[Estimate \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-190

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 14th day of December 2022 by and between the Oxnard School District (“District”) and NexGen Community Consulting (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 19, 2023 through January 19, 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 One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00), 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: Juan Soria School
 3101 Dunkirk Dr
 Oxnard, CA 93035
 Attention: Lauren Halko
 Phone: 805.385.1584
 Fax: 805.815.4216

To Consultant: Next Gen Community Consulting
 P.O. Box 6576
 Oxnard, CA 93031
 Attention: Gabriel Teran
 Phone: 805.890.9903

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.** **LAUREN HALKO** 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:

NEXT GEN COMMUNITY CONSULTING:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-130

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-190

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:

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #22-130

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-190

COMPENSATION

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

Total compensation shall not exceed One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00), 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 \$1,250.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-130

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-190

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-130

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-130

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-190

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, **Next Gen Community Consulting**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

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



ESTIMATE

Soria School - Vaping Prevention and Awareness

Next Gen Community Consulting
 PO Box 6576
 Oxnard, California 93031
 United States

805-890-9903

BILL TO
Oxnard School District - Soria School
 Kimberlee Ramirez

k2ramirez@oxnardsd.org

Estimate Number: 222312

Estimate Date: October 24, 2022

Expires On: January 31, 2023

Grand Total (USD): \$1,250.00

Services	Quantity	Rate	Amount
Evening Presentation (English) Evening presentation on vaping prevention and awareness to students, families, and staff	1	\$500.00	\$500.00
Youth Advocacy Training Training and capacity building for students on planning, promoting, and hosting an evening vaping prevention and awareness presentation (@250/session)	3	\$250.00	\$750.00

Total: \$1,250.00

Grand Total (USD): \$1,250.00

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #22-193, Johnson Controls Fire Protection (Mitchell/Miller)

Johnson Controls Fire Protection will install a fire alarm panel to replace a now obsolete panel at the Robert J. Frank Academy of Marine Science and Engineering.

The Scope of Work includes wiring terminations, equipment, programming, pre-testing, IOR testing, and final testing for the fire alarm system.

FISCAL IMPACT:

Not to Exceed \$47,500.00 – Routine Restricted Maintenance

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #22-193 with Johnson Controls Fire Protection.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-193, Johnson Controls Fire Protection \(8 Pages\)](#)

**OXNARD SCHOOL DISTRICT
SERVICE AGREEMENT #22-193
(Sole Source Purchase and Installation of Fire Alarm Panel)**

This Fire Alarm Panel Service Agreement (this “Agreement”) is made and entered into as of December 15, 2022 (the “Effective Date”) by and between the Oxnard School District (the “District”) Johnson Controls Fire Protection LP, a Delaware limited partnership (the “Services Provider”).

RECITALS

A. The District needs to replace a panel for the fire alarm system at the school site commonly known at Robert J. Frank Intermediate School (“Project”).

B. The District desires to have the Services Provider perform the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement.

C. This Agreement is exempt from competitive bidding requirements per California Public Contract Code § 3400(c)(3), which provides that public bidding may be limited when a public agency makes certain findings, including that “a necessary item is available from a sole source.”

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Services Provider agree to the following terms, conditions and covenants:

SECTION ONE: RESPONSIBILITY OF SERVICES PROVIDER

1.1. The Service Provider shall commence the work to be performed under this Agreement on the Effective Date, stated above. Services Provider shall perform all of the services and related work listed on Exhibit A, attached hereto and incorporated herein by reference, and as stated in the Service Provider’s quotation (undated) and attached to Exhibit A hereto (“Quote”). The Services Provider, and its agents, employees, and subcontractors will cooperate with the District in the performance of this Agreement and will be available for consultation with the District during normal business hours.

1.2. The Services Provider shall perform all of its obligations under this Agreement, in compliance with the Quote. At any time that the Services Provider falls behind the requirements of the Quote, the Services Provider shall promptly notify the District and, at its own expense, shall promptly take all actions to come back into compliance with the Quote. To the extent that any term of the Quote is inconsistent with, or conflicts with, this Agreement, the terms of this Agreement shall govern.

1.3. The Services Provider shall perform all of the services requested by the District in the manner set forth in this Agreement, including without limitation those obligations set forth in the documents attached hereto and incorporated herein, as may be amended by mutual agreement of the parties, and all related incidental tasks necessary to effectuate the intent of this Agreement (the “Scope of Work”). If the Services Provider performs any additional task without obtaining the District’s prior written approval, the Services Provider does so at its own risk and expense.

1.4. The Services Provider shall at its own expense comply at all times with all municipal, county,

state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, as such may be amended or modified from time to time in performing the Scope of Work for the Project.

SECTION TWO: PAYMENT AND TERM

2.1 The term of this agreement shall commence on the Effective Date and continue until completion. The District shall pay the Services Provider for the entirety of the Scope of Work an amount not to exceed the amount specified in the Quote. The prices in the Quote will remain in effect for the duration of this Agreement.

2.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the District receives each invoice provided by the Services Provider to the District, provided that such invoice is complete, correct, and undisputed by the District, and that it contains the following information: a detailed description of work, number of hours worked, a list of costs and any additional information requested by the District. Invoicing disputes must be identified in writing by the District to Services Provider within 21 days of the invoice date. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Service Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Service Provider shall submit the original invoice to:

Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attn: Dana Miller, Director of Facilities
Phone: (805) 385-1514

2.3 District’s failure to make payment when due is material breach of this Agreement and will give Service Provider, without prejudice to any other right or remedy, the right to stop performing work, withhold further deliveries of equipment and other materials, require cash in advance payment and/or terminate this Agreement.

SECTION THREE: REPRESENTATIONS AND WARRANTIES

3.1. The Services Provider hereby represents and warrants for the benefit of the District, the following:

A. The Services Provider is a duly formed and validly existing Florida limited partnership and is in good standing pursuant to the laws of the State of California.

B. The representations and warranties made by the Services Provider shall survive the completion of the project and the termination or expiration of the Agreement.

SECTION FOUR: INSURANCE AND PERMITS

4.1. Service Provider agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit B “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content.

These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Service Provider agrees to provide District with copies of required policies upon request.

SECTION FIVE: TERMINATION

5.1 The District may terminate this Agreement at any time with or without cause upon notice to the Services Provider, and the District shall have no liability to the Services Provider for such termination except that the District shall pay the Services Provider for the reasonable value of services provided by the Services Provider to District up through and including the date of termination, provided that the Services Provider, within thirty (30) days following the date of the District’s termination notice, submits an invoice for such Services in a form reasonably acceptable to the District and such invoice is supplemented by such underlying source documentation as is reasonably requested by the District.

SECTION SIX: INDEMNIFICATION

6.1 Service Provider 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 (including claims for personal injury and death) arising from or in connection with this Agreement or the Services, but only to the extent caused by any negligent act or omission, or the willful misconduct, of the Service Provider or any person or third-party providing any portion of the Services through or at the direction of Service Provider. Service Provider 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. Service Provider 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. The provisions of this section do not apply to claims occurring as a result of District’s sole negligence or willful acts or omissions.

SECTION SEVEN: NOTICES

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To District: Oxnard School District
1051 South A St,
Oxnard, California 93030
805-385-1501
Attn: Dana Miller, Director of Facilities
Phone: (805) 385-1514

To Services Provider: Johnson Controls Fire Protection LP
5770 Warland Dr., Suite A
Cypress, CA 90630
Attn: Operations Manager

7.2. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION EIGHT: MISCELLANEOUS

8.1. Force Majeure. Service Provider is entitled to a reasonable extension of the delivery date and installation for the Project for delays or interruption caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is an event beyond the reasonable control of Service Provider, foreseeable or unforeseeable, including, without limitation, act of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Service Provider is delayed in achieving any scheduled milestones due to a Force Majeure Event, Service Provider will be entitled to extend such milestones by the amount of time Service Provider was delayed as a result of such event, plus additional time to overcome the effect of the delay.

8.2. Waiver of Consequential Damages. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL EITHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO THE OTHER PARTY (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.

8.3. Governing Law. This Agreement shall be interpreted, construed and governed according to the law 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.

8.4. Assignment. Any attempt to assign this Agreement by the Services Provider without the prior written consent of the District shall be void.

8.5. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

8.6. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

8.7. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section shall survive the completion of the Project until the applicable statutes of limitation expire.

8.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.9. Time of Essence. Time is of the essence in the performance of this Agreement.

8.10. Further Assurances. The Services Provider shall each execute and deliver all such documents and perform such acts as are reasonably requested by the District to complete the Project.

8.11. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.12. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the District and the Services Provider have caused this Agreement to be executed as of the day and year first above written.

Oxnard School District

Johnson Controls Fire Protection LP
a Delaware Limited Partnership

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

By: _____
Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

The Scope of Work to be performed by Service Provider includes, without limitation, all of the following:

1. The purchases, work and services described on the Quote (undated) and attached hereto; and
2. Securing and delivering to the District upon completion of the work all governmental permits, inspections and certificates required in connection with the purchase, delivery and installation of the work; and
3. Securing and delivering to the District all warranties and documents required to evidence the terms of purchase and installation of the work; and
4. Any other service or work reasonably required to perform the Scope of Work and services to the satisfaction of the District as contemplated by the Agreement and the Quote.

EXHIBIT B
INSURANCE

I. Insurance Requirements. Service Provider 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 Service Provider, 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. Service Provider 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 Service Provider's profession, in an amount of not less than the following:

Accountants, Attorneys, Education consultants, Therapists	\$1,000,000 Nurses,
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 shall be added as additional insureds (collectively, “additional insureds”) for general liability and automobile liability, however that coverage and any obligation to indemnify under this Agreement is strictly limited to damage, liability and expense resulting from the negligence or willful misconduct of Service Provider or any person or entity providing work or services under this Agreement under the direction and control of Service Provider.

(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 Service Provider’s insurance.

(3) Service Provider’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. Service Provider 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 Service Provider 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. Service Provider shall provide requested insurance policy within ten (10) business days of District’s request only in the event of a dispute about the applicability of coverage to a specific loss or claim, and Service Provider shall have the right to eliminate and redact proprietary business information or confidential information from the policy.

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-195 – School Yard Rap (DeGenna/Shea)

School Yard Rap will provide live performances at all schools in the Oxnard School District. The performances are comprised of hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplifts and celebrates diversity.

Term of the Agreement/MOU: January 1, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$130,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-195 with School Yard Rap.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-195, School Yard Rap \(3 Pages\)](#)
[Certificate of Insurance \(4 Pages\)](#)

SCHOOL YARD RAP PERFORMANCE CONTRACT -
OXNARD SCHOOL DISTRICT

This contract (the "Agreement") is made on this day of December 15, 2022 between Oxnard School District (the "Operator") and School Yard Rap (the "Band") for the hiring of Band as independent contractors to perform (the "Show") for Operator at (the "Venue"), located at up to 20 school sites in Oxnard, California. It is agreed as follows:

1. The parties agree that the time and place of Show will be located at up to 20 school sites; the location of which are Christa McAuliffe School, Dennis McKinna School, Elm Street School, Emilie Ritchen School, Marina West School, Norma Harrington School, Norman R. Brekke School, Ramona School, Rose Avenue School, Sierra Linda School, Cesar Chavez School, Driffill School, Lemonwood School, Thurgood Marshall School, Bernice Current School, Juan Lagunas Soria, Kamala School, Fremont Academy of Environmental Science & Innovative Design, Frank Academy of Marine Science and Engineering, Dr. Manuel M. Lopez Academy of Arts and Sciences in the time frame of 5 days between the dates 1/23/23 - 1/27/23. One parent night show will take place at an evening during this week. This show must be held within the time frame of 4:00-8:00pm and not on Friday 1/27/23. This show will be exclusively promoted by the Operator.

Schedule of the Show will be based on a sign-up sheet provided by the Band. This sign in sheet will remain an editable document until 14 days prior to the first performance day of the Show. On this date, 1/9/23, the sign in sheet shall be confirmed and no scheduling changes can be made in the form of additions or subtractions, or changes unless agreed upon by both the Operator and the Band. The exception of this is Force Majeure.

2. Shows will be a musical performance with content decided by Band. Show will consist of up to 30 minutes of music performance from grades TK-2 and an additional 45-60 minute for grades 3-8

3. Compensation for the Show will be \$130,000 dollars US Payment payable by check or money order to the Band (together being the "Fee"). A 50% deposit of Fee is due 21 days after the signing of this contract Payment in full must be made by 3:00pm on 1/27/23. If full payment is not made by this time, the Band will assess a compounding 15% penalty every 7 days payment is not made. The fee must be sent to at 1067 N. Fulton St. Fresno, Ca 93728 or handed directly to a representative of the Band.

4. If deposit is not made by 21 days after signing this contract, Show may be cancelled by Band, and Operator may not seek any damages. If Show is cancelled within 14 days of Show date, Operator must pay Band's full Fee.

5. In the event Show cannot reasonably be put on because of unpredictable occurrences such as an act of nature, government, or illness/disability of Band, the parties may negotiate a substitute Show on the same terms as this Agreement save for the time of Show, with no

further deposit of Fee due, in which case a new Agreement reflecting this will be signed by the parties. No further damages may be sought for failure to perform because of force majeure.

6. Operator will secure sufficient parking for Band's vehicle within a reasonably convenient distance to Venue for a minimum period of 2 hours prior to the show and lasting until 1 hour after the show.

7. A sound check conducted by Band at the Venue is required. The Venue agrees to have staffing in place for this sound check. Band will arrive 1.5 hours before the start of the show, the Band will need access to the Venue, as well as, projector with hdmi input or a video board/television screen, projector screen, and 6' table.

8. The show must take place in an indoor venue and the Operator warrants that Venue will be of sufficient size to safely conduct Show, that Venue is of stable construction and sufficiently protected from weather. Operator maintains sufficient personal injury/property insurance for Venue sufficient to cover foreseeable claims. The Band will comply with Oxnard School District's insurance requirements.

9.

a. The Band 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 Band or those of any of Band's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. The Band 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. The Band 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.

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.

c. Insurance. Band 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. Band agrees to provide District with copies of required policies upon request.

10. Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Los Angeles County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages preclude by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

11. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force.

12. Agreement will be interpreted according to the laws of California

Signature of Band Representative: _____

Band's Representative typed name and title: Brandon Brown, CEO of School Yard Rap

Brandon Brown

T: (323) 283- 1481

E: schoolyardrap@gmail.com

Operator's Representative Signature: _____

Operator's Representative typed name and title: Valerie Mitchell, Interim Asst. Supt., Business & Fiscal Services at Oxnard School District

Valerie Mitchell

T: 805/385-1501 x.2401

E: vmitchell@oxnardsd.org



CERTIFICATE OF LIABILITY INSURANCE

DATE
(MM/DD/YYYY)
11/02/2022

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

PRODUCER Specialty Insurance Agency Performers of the U.S. 3432 Denmark Ave #231 Eagan, MN 55123	Contact Name: Heather Weiss Zenzen Phone: 715-246-8908 FAX: 715-246-8908 Email: certs@specialtyinsuranceagency.com										
INSURED PERFORMERS OF THE U.S. AND ITS PARTICIPATING MEMBERS: Brandon Brown dba School Yard Rap 1067 N. Fulton Ave. Fresno, CA 93728	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B:		INSURER C:		INSURER D:	
INSURERS AFFORDING COVERAGE	NAIC #										
INSURER A: Evanston Insurance Company	35378										
INSURER B:											
INSURER C:											
INSURER D:											

COVERAGES

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

	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	2CN0174-19877	04/11/2022	04/10/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
PRODUCTS - COMP/OP AGG	\$ 2,000,000							
A	PERFORMER ASSISTANT(S)						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	BUSINESS PERSONAL PROPERTY - INLAND MARINE						AGGREGATE	\$
A	SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	DATA BREACH AND CYBER LIABILITY COVERAGE						AGGREGATE	\$
A	EQUIPMENT LEASED OR RENTED						AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.:
 Brandon Brown dba School Yard Rap
 Additional Insured: Oxnard School District, its Officers, Agents, Directors, Employees, and/or Volunteers. This insurance is primary and non-contributory with any insurance carried by the certificate holder. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder names in the left.

 Email: gshea@oxnardsd.org, jorejel@oxnardsd.org Attn: Risk Management Ongoing For Policy Period
 Insured for: Author, Emcee, Public Speaking, Storytelling, DJ, Musician, Singer

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE 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
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>Oxnard School District 1051 South A Street Oxnard, CA 93030</p> <p>Oxnard School District, its Officers, Agents, Directors, Employees, and/or Volunteers. This insurance is primary and non-contributory with any insurance carried by the certificate holder. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder names in the left.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$

The following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-196 – Dance Masters Ballroom (DeGenna/Shea)

Dance Masters Ballroom will provide enrichment instruction in Latin dance styles to students at eight school sites in the Oxnard School District. Curriculum will align with the California Visual and Performing Arts Framework for Dance.

Term of the Agreement: January 24, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$325,000.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-196 with Dance Masters Ballroom.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-196, Dance Masters Ballroom \(5 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD Agreement #22-196



Proposal to Oxnard School District From Dance Masters Ballroom Presented on 11/9/2022

The purpose of this document is to propose and clearly define services provided by Dance Masters Ballroom (Consultant) in providing enrichment classes to the students attending school in the Oxnard School District (District) during the 2022-2023 school year.

A. Curriculum

- a. Dance Masters Ballroom will provide Latin Dance Classes for students in the Oxnard School District as described below:
 - i. Curriculum to include instruction in Latin dance styles, including Ballet Folklorico, Salsa, Cha-Cha, Merengue, and Bachata based on the California Visual and Performing Arts Framework for Dance, including:
 1. Artistic Perception: Students will process, analyze and respond to sensory Information using the language and skills unique to dance.
 2. Development of Motor Skills and Technical Expertise: Students will name and perform basic locomotor and axial movements (bending, stretching, twisting, swinging, gesturing, rising, rotating and spinning).
 3. Development of Dance Vocabulary: Students will perform basic dance movements in response to oral dance instructions
 4. Creative Expression: Students will apply choreographic principles, processes and skills to create and communicate meaning through the improvisation, composition, and performance of dance.
 5. Communication of Meaning in Dance: Students will express basic emotional qualities (e.g. angry, sad, excited, happy) through movement.

6. Development of Partner and Group Skills: Students will work with others in a group to solve a specific dance problems
7. Historical and Cultural Context: Students will learn about the cultural dimensions of dance in present and past cultures throughout the world, noting human diversity as it relates to dances and dancers.
8. Development of Dance: Students will name and perform folk/traditional dances from other countries. They will learn to describe the aspects of style, costumes, and music of dance.

ii. Social Emotional

1. Etiquette/Social Graces
 - a. How to be polite and respectful to others*
 - b. How to introduce yourself to others*
 - c. How to compliment someone sincerely*
 - d. Looking others in the eye when speaking/being spoken to.
2. Self-Confidence/Self-Esteem/Self-Discipline
 - a. Individual Goal Setting: Students will be taught methods and strategies for setting individual and group goals.
 - b. Progress Monitoring: Students will be taught methods for monitoring their own progress toward meeting individual and group goals
 - c. Perseverance: Students will persist through challenges by teachers using growth mindset language (i.e. praising persistence, celebrating effort, embracing imperfection/mistakes as part of the process for learning/growing).*
 - d. Celebration of Success: Teachers will model celebration of meeting goals and encourage students to do the same.
3. Executive Function Skills
 - a. Attention and Focus: Student attention and focus will improve through continuous, immediate feedback during all lessons
 - b. Time Management: Students will learn to plan, practice and prepare for lessons and performances using audience as a motivator.
 - c. Planning/Goal Setting: Students will set goals, monitor progress and evaluate their own needs for self-improvement.

4. Teamwork

- a. Students will participate in group goal setting.
- b. Students will learn specific language to celebrate the success of others.*
- c. Students will learn how to support and encourage others.*
- d. Students will learn specific language for conflict resolution, as necessary (i.e. “I message” and “Clean-up”)

5. Critical Thinking

- a. Students will:
 - i. be encouraged to transfer the knowledge of one dance to another
 - ii. identify similarities and differences between dances
 - iii. be encouraged to ask questions
 - iv. participate in both individual and group decision-making
 - v. develop their creativity by using the skills they learn to choreograph their own new routines.

iii. Connections, Relationships and Applications Across Disciplines

1. Examples will be provided for how dance relates to other subjects (e.g., mathematics shape, counting; language arts beginning, middle, and end; etc.)
2. Students will learn to process and respond to sensory information through the language and skills unique to Music:
 - a. using the terminology of music.
 - b. performing simple patterns of rhythm and pitch, using beat, rest, and divided beat (two sounds on one beat).
 - c. using instrumental skills to improvise simple rhythmic accompaniments, using body percussion or Latin Auxiliary Instruments
 - d. Compare and contrast rhythms within music to identify the style of dance that would correlate with it.
 - e. Describe how ideas or moods are communicated through music and the effect they have on dance interpretation.
3. Use the language of theater such as improvisation, pantomime, stage, character, audience, stage left/right, etc.
4. Careers
 - a. Learn about careers available in dance

*support will be provided for ELD students in language acquisition using sentence stems

B. Program Evaluation

- a. Consultant will give an anonymous survey to all participants and parents at the end of the program to determine areas for growth. The survey results will be shared with the District at their request.

C. Fees

- a. Total cost of program will not exceed \$325,000.00 including supplies and materials purchased by Consultant, as listed below:
 - i. Choreography – 3 routines per dance style, age and level appropriate (Ballet Folklorico, Salsa, Cha-Cha, Merengue, Rumba, and Bachata), 15 total routines
 - ii. 6 hours of lessons per week at 8 school sites. 2 classes per day, 2 days per week, 6 hours total dance instructor time per week at each of 8 schools.
 - iii. Class duration will be 16 weeks beginning the week of January 23, 2023.
 - 1. Trial Classes will run for the first 4 weeks with maximum class size of 30.
 - 2. Weeks 5-16, class sizes will be reduced to maximum of 20. Students will be selected to participate based on their attendance, effort and citizenship during the first 4 weeks of classes.
 - iv. 2 Dress rehearsals per school, 2 hours each
 - v. 2 Performances per school (one at the local site to be determined with the principal and the all-district performance on May 25, 2023).
 - vi. Professional Mariachi band for the performance on May 25, 2023
 - vii. Purchase of a set of Latin percussion instruments (Claves, Bongos, Maracas, Cabassa, Wood Block, and Cowbell with stick) for each of the 8 schools.
 - viii. All dance teachers will be trained in classroom management techniques, conflict resolution, goal setting/progress monitoring/self-evaluation, and growth mindset language by a Dance Masters California Credentialed Administrator, to support Oxnard School District's policies and procedures.
 - ix. Ongoing supervision and evaluation of dance teachers by a Dance Masters Ballroom credentialed principal and professional dance instructor to support students and school needs. This Supervisor be at one OSD school site each day and available for travel to another OSD sites if needed to assist with any parent and student concerns or problems.
 - x. Total program cost to be paid by District in 6 equal installments, beginning the first installment upon completion of teacher training with the remaining 5 installments paid monthly.
 - xi. Costumes for each student to be provided by District. Consultant's staff will distribute costumes to students before the performances, collect them after, and have the dry clean upon return to district.

D. Insurance and Clearance Requirements

- a. Consultant agrees to carry Insurance Certificate and Endorsements that meet the Oxnard School District's requirements and cover the dates of service of this agreement.
- b. All Consultant's staff will pass a fingerprint screening as required by Ventura County Office of Education and the Department of Justice.
- c. All Consultant's staff will submit to a tuberculosis test and provide proof of a negative test. Testing to be paid for by the District.
- d. All Consultant's staff will follow current District Covid protocols.

E. Facilities

- a. District agrees to provide appropriate space for classes. Area should not be carpeted. Wood or tile flooring is preferred.

Both parties understand that this agreement will not take effect until both parties agree on content, sign below and the proposal is approved by the Board of Education for Oxnard School District.

Neff Fischer
Owner, Dance Masters Ballroom

Date

Oxnard School District Representative
Valerie Mitchell
Interim Asst. Supt., Business & Fiscal Services

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2022

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

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

PRODUCER State Farm  Terry Lutz, Agent 1363 Donlon St. Ste 15 Ventura, CA 93003	CONTACT NAME: Terry Lutz PHONE [A/C, No, Ext]: 805-644-2196 E-MAIL ADDRESS: terry@terrylutz.com	FAX [A/C, No]: 805-644-2599
	INSURER(S) AFFORDING COVERAGE	
INSURED Neff Fisher DBA Dance Masters Ballroom 30686 Thousand Oaks Blvd. Ste B Agoura Hills, CA 91301-1446	INSURER A: State Farm General Insurance Company	25151
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

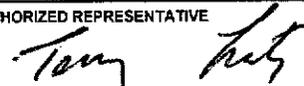
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		90-E1-R148-9	07/02/2022	07/02/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured: Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers
 1051 South A Street, Oxnard, CA 93030
 This insurance is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn.: Purchasing Department 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #22-124 – Every Special Child, LLC (DeGenna/Jefferson)

At the Board Meeting of August 24, 2022, the Board of Trustees ratified Agreement #22-124 with Every Special Child, LLC, in the amount of \$420,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department during the 2022-2023 fiscal year.

Amendment #1, in the amount of \$420,000.00, is needed to increase the allocation for additional staff based on unfilled direct hire positions, for a new total agreement amount of \$840,000.00.

FISCAL IMPACT:

Not to exceed \$420,000.00 - 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 #22-124 with Every Special Child, LLC.

ADDITIONAL MATERIALS:

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

[Agreement #22-124, Every Special Child, LLC \(4 Pages\)](#)

**Amendment #1 to Agreement #22-124 with
Every Special Child, LLC
December 14, 2022**

At the Board Meeting of August 24, 2022, the Board of Trustees ratified Agreement #22-124 with Every Special Child, LLC, in the amount of \$420,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis for the Special Education Department during the 2022-2023 fiscal year.

Amendment #1, in the amount of \$420,000.00, is needed to increase the allocation for additional staff based on unfilled direct hire positions, for a new total agreement amount of \$840,000.00.

EVERY SPECIAL CHILD, LLC:

By: _____

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____

Date: _____

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



OSD AGREEMENT #22-124

SERVICES AGREEMENT

This SERVICES AGREEMENT is made as of **August 24, 2022** by and between **Oxnard School District, (“OSD”)**, whose address is **1051 South A Street, Oxnard, CA 93030** and, **Every Special Child LLC. (the “ESC”)** whose address is **288 Durham Avenue Metuchen, NJ 08840** (collectively referred to herein as the **“OSD”**, and **“ESC”**).

THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth in this Agreement, the Parties agree as follows:

1. **CONTRACT PERIOD:** The “ESC” work as specified in this agreement shall commence on Date as specified in Appendix-A:
2. **COMPENSATION:** For the full performance of this agreement, the “OSD” shall pay the “ESC” as follows:
Consultant’s Fee:
 - a) **For ESC rates: Rate as Specified in Appendix A**
 - b) **ESC will work for 30-40 billable hours per week**
 - c) **School shall not be liable to pay for school holidays**
3. **SERVICES TO BE PROVIDED:** “ESC” shall assist with the provision of special education and/or related special needs services including but not limited to, provide Students with special education needs or require an Individualized Education Program (“IEP”); provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.
4. **DISTRICT’S RESPONSIBILITIES:** In consideration of the provision of the “ESC” Services under the terms of this Agreement “OSD” agrees to pay the “ESC” for the invoiced costs associated with providing education and related services, within **15 days** of receipt of an invoice for the services.
5. **NON-SOLICITATION:** Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.
6. **LIMITATION ON LIABILITY; INDEMNIFICATION:** The “ESC” shall have no liability with respect to, and shall not be obligated to indemnify or hold harmless, or its affiliates, officers, directors, managers, employees, agents or other representatives from or against any cost, loss, expense, damage or liability arising in respect of the “ESC”.
7. **CONFIDENTIALITY OF RECORDS:** “ESC” will maintain the confidentiality of Program personnel, student and other records in accordance with the requirements of Applicable Law. The Parties agree that, while “ESC” will be authorized to use student education records to the full extent permitted by Applicable Law, “ESC” does not possess an ownership interest in such records.
8. **EMPLOYEES DEEMED TO BE CONSULTANTS:** Employees or Independent Contractors of “ESC” engaged in performing the Services shall be considered to be providing such Services to “OSD” as its consultants. Under no circumstances (including federal, state and local law) shall such employees or Independent Contractors be considered to be employees or Independent Contractors of “OSD” or any of its subsidiaries.

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08835

Phone: (800) 671-2654

Fax: (323) 302-4413

www.everyspecialchild.com



9. **INDEPENDENT CONTRACTOR:** In performing the Services, each Party shall be an independent contractor and neither Party shall be deemed to be an agent, partner or co-venturer of the other due to the terms and provisions of this Agreement. For the avoidance of doubt, neither Party nor any of its employees, partners, officers or agents shall have any right, power or authority to bind the other Party in any manner whatsoever, except at the express instruction of such other Party.
10. **COOPERATION AND DISPUTE RESOLUTION:** “ESC” and “OSD” shall appoint a point of contact, respectively, to coordinate the provision of Services (such person, a “Service Coordinator”). Service Coordinator shall have the authority and responsibility to represent in relation to this Agreement and make appropriate decisions on day-to-day issues subject to the terms of this Agreement; coordinate the technical aspects of the Services and consult on the operation and management of the Services; monitor and compliance with its obligations under this Agreement and review the performance of the Services; and resolve any dispute between the Parties. Each of the Parties shall have the right to change its Service Coordinators at any time by providing written notice to the other Party.
11. **BOOKS AND RECORDS:** During the Term and for two (2) years following the termination of this Agreement (or such shorter period of time agreed to in writing by the Parties), each Party shall in the ordinary course of business and consistent with past practice keep books and records of the Services provided and reasonable supporting documentation of all charges incurred in connection with providing such Services, and shall make such books and records available to the other Party and its representatives, upon reasonable notice, during normal business hours, and as necessary to comply with any compelled disclosure or other circumstances in which information regarding the Services is required by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a governmental body.
12. **AGREEMENTS WITH THIRD PARTIES:** ESC represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
13. **TERMINATION:** Either Party may terminate this Agreement at any time with twenty (20) calendar day written notice prior to the other Party for cause. Termination for cause shall mean the breach of any material term or failure to fulfil any material condition, term, provision, representation, or obligation contained in this Agreement.
14. **GOVERNING LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without regard to the conflict of laws principles thereof.
15. **MODIFICATION:** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
16. **SEVERABILITY:** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.
17. **INSTRUCTIONAL TOOLS AND MATERIALS:** Any instructional tools, supplies and equipment, including without limitation textbooks and multi-media teaching tools determines in its discretion to be necessary to deliver the Educational Program for the job shall be provided by “OSD”.
18. **TIMESHEET:** Payment has to be made on the basis of counter-signed timesheet. Any discrepancy in timesheet should be communicated within 15days. After 15days ESC has all the rights to raise invoices in full as per the countersigned timesheet.

EVERY SPECIAL CHILD LLC
288 Durham Avenue Metuchen, NJ 08835

Phone: (800) 671-2654

Fax: (323) 302-4413

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EVERY SPECIAL CHILD
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IN WITNESS WHERE of this Agreement contains the entire understanding between the parties and all prior negotiations and agreements are merged herein the Parties have executed this Agreement. The signatures below signify both an understanding and acceptance of the contract provisions.

Every Special Child LLC

Signature Huma Date: 09/14/2022 Position PRESIDENT
Name: Huma Thekedar Phone: 323-476-1463 Email: huma.thekedar@every
specialchild.com

Oxnard School District

Signature Lisa A. Franz Date: 9-2-2022 Phone: 805-385-1501
Name Lisa A. Franz Position Director, Purchasing
Email: lf Franz@oxnardsd.org Address 1051 South A Street, Oxnard, CA 93030

APPENDIX – A

CANDIDATE NAMES: #1	Yazmin Lopez
#2	Erick Garcia
#3	Laurie Trinidad
#4	Darrell Blythe
#5	Sebastian Aguilar
SERVICES	Para-professional
PAY RATE FOR SERVICES	\$50 Per Hour
CONTRACT TERM	School Year 2022-23
START DATE	August 16, 2022
END DATE	June 16, 2023
SERVICE TIME/HOURS	30-40 Hours Per Week

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ESC Rate Sheet School Year 2022-23

Every Special Child LLC, (ESC) manages the manpower solutions for Special Education/Education Services Department of your school/district. Our motto is to provide the right person for the right job. Below is the list of candidates and rate sheet for school year 2022-23.

Sr. No.	Services	Rate	Period
1	Para Professionals/ Educators	\$50	Per Hour
2	Speech/Language Pathologist Assistant	\$65-70	Per Hour
3	Special Education Teacher	\$85-90	Per Hour
4	School Nurse/RN/BSN	\$85-90	Per Hour
5	Specialized Deaf and Hard of Hearing	\$85-95	Per Hour
6	Visually Impaired Teacher	\$85-95	Per Hour
7	Speech/Language Pathologist	\$90-100	Per Hour
8	School Psychologist	\$95-110	Per Hour
9	Occupational Therapy	\$90-100	Per Hour
10	Social Worker	\$75-85	Per Hour

The above-mentioned rates are all inclusive, which means you do not pay any additional fees to state, Federal Taxes, worker compensation, Social Security etc. Any other payment is preapproved by the school/district authorities in writing.

If you wish to direct hire the candidates through us then one time finder's fee of \$12,000 should be paid to Every Special Child LLC, within 15 days of completing the onboarding process.

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ESC Independent Agreement

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Consent Agenda

Ratification of Amendment #1 to Agreement #21-141 with Construction Testing & Engineering, Inc. to provide additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue School Reconstruction Project. (Mitchell/Miller/CFW)

At the October 20, 2021 Board meeting, the Board of Trustees approved Agreement #21-141 for Inspection and Testing Services as Lab of Record services required for construction of the Rose Avenue School Reconstruction Project. Accordingly, a contract was executed between Construction Testing & Engineering, Inc. (a Universal Engineering Services company) and the District.

Subsequent to the approval of Agreement #21-141 additional unforeseen costs were encountered that exhausted the funds approved for Testing & Inspections. The primary unforeseen cost was due to the contaminated soils found on site. This soils condition required extensive testing and reporting that drove the Testing & Inspections cost beyond the cost approved for the project.

FISCAL IMPACT:

\$130,037.13- to be paid to CTE (a Universal Engineering Sciences company) under Board approved Agreement #21-141 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2022 Six-month update.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent for Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #1 to Agreement #21-141 for additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(7 Pages\)](#)

[Agreement #21-141 \(24 Pages\)](#)

**Amendment No. 001 to Inspection and
Testing Services as Lab of Record
Agreement #21-141**

The Inspection and Testing Services as Lab of Record Agreement (“Agreement”) #21-141 entered into on October 20, 2021, by and between the Oxnard School District (“District”) and Construction Testing and Engineering (CTE) (a Universal Engineering Services company) (“Lab of Record”), is hereby amended by the parties as set forth in this Amendment No. 001 to the Agreement for Consultant Services, Inspection and Testing Services as Lab of Record Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Lab of Record to provide Inspection and Testing as Lab of Record services for the Rose Avenue Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Lab of Record has provided Inspection and Testing Services required by Division of the State Architect (“DSA”) for their records;

WHEREAS, due to the existing conditions regarding additional Inspection and Testing exceeding the agreed amount of Exhibit “A” in the Agreement #21-141;

WHEREAS, the Board of Trustees has taken certain actions to approve the Lab of Record services for the Rose Ave. Reconstruction Project currently under construction;

WHEREAS, additional Lab of Record services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspection and Testing services as Lab of Record including DSA required testing through the completion of the project;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

SECTION 5.1 Additional Compensation for Rose Avenue School Reconstruction Project for additional Work. The Lab of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit “D” thereto, with respect to the Project. Lab of Record agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, the Lab of Record agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

A. One Hundred Thirty Thousand Thirty-Seven Dollars and Thirteen Cents (\$130,037.13) for Amendment No. 001 and the attached proposal received from Construction, Testing & Engineering, Inc (CTE) (a Universal Engineering Sciences company) dated October 7, 2022, is to adjust the base fee paid to CTE according to the original Service Agreement #21-141 that allows for adjustment of fees with Board of Trustee approval.

The sum for the additional services total:

One Hundred Thirty Thousand Thirty-Seven Dollars and Thirteen Cents (\$130,037.13)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Lab of Record Services Agreement entered into and executed by the Parties on **November 24, 2021** remain in full force and effect. The Lab of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

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

Date:

**Construction, Testing & Engineering, Inc.
a Universal Engineering Sciences company:**

By:  _____
Victor Hernandezgaytan, Area Manager

11/29/2022
Date:

EXHIBIT “F”

PROPOSALS ATTACHED



Grounded in Excellence

Geotechnical Engineering
Construction Materials Testing & Inspection
Building Code Compliance
Occupational Health & Safety
Environmental
Building Envelope

October 7, 2022

Mr. Rick Ostrander
Senior Program Manager
Oxnard School District
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
rostrander@cfwinc.com
(323) 202-2550

**Re: Request for Budget Amendment No. 001
Rose Avenue Reconstruction Project**
220 South Driskill Street
Oxnard, CA 93030

Dear Mr. Ostrander,

Construction, Testing & Engineering, Inc., (a Universal Engineering Sciences company) is providing special testing and inspection services for the above referenced project per agreement #21-141 approved by the board of trustees on October 20, 2021.

As mentioned in our proposal, the contract was based on time and material, and a rate sheet was provided. The initial budget was set at **\$375,509.00**. As of our September 2022 billing cycle, we have billed a total of **\$426,698.13**. At this time, we are **\$51,189.13** over the contract budget.

On Thursday October 20, 2022, a site walk was conducted to identify the remaining scope of work. At this time, we estimate a total of **\$78,848.00** to complete the project. This amount will cover the final concrete placements, post-installed anchors, welding, soil compaction, and masonry construction.

At this time, CTE is asking for a change order in the amount of **\$130,037.13**. This will bring the contract up to date and provide a budget to cover the remaining work.

If you should have any questions, please feel free to contact us via email at vhernandez2@universalengineering.com or via phone at (909) 253-5321.

Sincerely,
Universal Engineering Sciences

Victor H. Hernandezgaytan, D.Eng., EIT
Area Manager – Southern California

Client Approval:
Name: DANA L MILLER
Signature: [Handwritten Signature]
Date: 11/18/22

Project #		Invoice Summary			
Name		Invoice #	Date	Amount	Cumulative
5010.2102393.0000				\$715.00	\$715.00
Rose Avenue K-5 School (PW7)					
Contract Amount	\$375,509.00	17658	12/13/2021	\$12,007.00	\$12,722.00
Total Billed	\$426,698.13	17684	12/31/2021	\$38,946.50	\$51,668.50
Balance	(\$51,189.13)	17726	1/31/2022	\$55,005.50	\$106,674.00
		17760	2/28/2022	\$54,579.75	\$161,253.75
		17799	3/31/2022	\$43,096.75	\$204,350.50
		00606830	4/30/2022	\$23,616.50	\$227,967.00
		00613397	5/31/2022	\$39,967.87	\$267,934.87
		00621680	6/30/2022	\$42,189.56	\$310,124.43
		00629858	7/31/2022	\$28,159.95	\$338,284.38
		00640677	8/31/2022	\$49,315.75	\$387,600.13
		00647498	9/30/2022	\$39,098.00	\$426,698.13
		Total		\$426,698.13	

Figure 1: Rose Avenue K-5 Project Financial Summary

Project #	5010.2102393.0000
Name	Rose Avenue K-5 School (PW7)
Contract Amount	\$375,509.00
Change Order #1	\$130,037.13
New Contract Amount	\$426,698.13

Figure 2: Rose Avenue K-5 Project New Contract Amount

Table 1: Material Testing and Inspection – Remaining Work Estimate

Material Testing and Inspection				
Service	Qty	Unit	Rate	Total
ACI Concrete Technician	80	Per Hour	\$99.00	\$7,920.00
Concrete Batch Plant Inspection	0	Per Hour	\$99.00	\$0.00
Flor Flatness/Levelness Test	0	Per Hour	\$110.00	\$0.00
Reinforced Masonry Inspection	160	Per Hour	\$105.00	\$16,800.00
Post-Installed Drilled Anchor Inspection	120	Per Hour	\$105.00	\$12,600.00
Post-Installed Drilled Anchor Testing	0	Per Hour	\$105.00	\$0.00
AWS/CWI - Field Welding & High Strength Bolting	160	Per Hour	\$105.00	\$16,800.00
AWS/CWI - Shop Welding & High Strength Bolting	0	Per Hour	\$105.00	\$0.00
Non-Destructive Testing Inspector - Field	0	Per Hour	\$110.00	\$0.00
Non-Destructive Testing Inspector - Shop	0	Per Hour	\$110.00	\$0.00
Concrete Mix Design Review	0	Each	\$200.00	\$0.00
Base-Plate Grout Compression Testing	0	Each	\$22.00	\$0.00
Base-Plate Grout Inspection	0	Per Hour	\$105.00	\$0.00
Concrete Compression Tests	50	Each	\$22.00	\$1,100.00
Masonry Unit Compression Tests	0	Each	\$50.00	\$0.00
Masonry Unit Absorption Tests	0	Each	\$60.00	\$0.00
Masonry Composite Prism Tests *"x8"x16"	0	Each	\$95.00	\$0.00
Masonry Coring (2-Man crew)	0	Per Hour	\$240.00	\$0.00
Masonry Shear Tests	0	Each	\$60.00	\$0.00
Mortar Compression Tests	0	Each	\$22.00	\$0.00
Grout Compression Tests	20	Each	\$22.00	\$440.00
Sample & Tag Rebar	0	Per Hour	\$105.00	\$0.00
Rebar Bend Test - #11 Bar and Under	0	Each	\$35.00	\$0.00
Rebar Tensile Test - #11 Bar and Under	0	Each	\$30.00	\$0.00
High-Strength Bolt (A325/A490) Tensile Testing	0	Each	\$80.00	\$0.00
High-Strength Bolt (A325/A490) Hardness Testing	0	Each	\$50.00	\$0.00
Sample Pickup	20	Each	\$50.00	\$1,000.00
Senior Engineering Services	32	Per Hour	\$130.00	\$4,160.00
			Total	\$60,820.00

Table 2: Geotechnical Testing Services – Remaining Work Estimate

Geotechnical Testing Services				
Service	Qty	Unit	Rate	Total
Soils Technician (Compaction Test- Fine Grading, Over-Ex)	0	Per Hour	\$99.00	\$0.00
Soils Technician (Compaction Test- Trench Backfill)	0	Per Hour	\$99.00	\$0.00
Soils Technician (Compaction Test - Pavement SG/Base)	80	Per Hour	\$99.00	\$7,920.00
Asphaltic Paving Inspection	32	Per Hour	\$99.00	\$3,168.00
Footing Inspection - Engineer/Geologist	0	Per Hour	\$110.00	\$0.00
Lab Maximum Density Test	0	Each	\$200.00	\$0.00
Expansion Index	0	Each	\$140.00	\$0.00
Soil Classification with Gradation and Atterburg	0	Each	\$245.00	\$0.00
Aggregate Conformance Testing (SA, SG, No. 200, Organic Impurities, Unit Weight)	0	Each	\$220.00	\$0.00
"R" Value Testing	0	Each	\$220.00	\$0.00
Asphalt Hveem Test	4	Each	\$165.00	\$660.00
Maximum Theoretical Density	4	Each	\$150.00	\$600.00
% Asphalt, Extraction	4	Each	\$150.00	\$600.00
Misc Engineering Services	32	Per Hour	\$110.00	\$3,520.00
Senior Engineer/Geologist Services	12	Per Hour	\$130.00	\$1,560.00
Cost Incurred	0	LS	\$1,045.00	\$0.00
			Total	\$18,028.00

**Oxnard School District
Agreement for Consultant Services
Inspection and Testing Services as Lab of Record to be provided for
Rose Avenue Elementary School Reconstruction
Facility Construction Project**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Construction Testing & Engineering, Inc.** (“Consultant”), with a business address located at 1645 Pacific Ave., Suite 107, Oxnard, California 93033. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

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

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

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Construction Testing & Engineering, Inc.** proposal dated August 24, 2021.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

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

8. Responsibilities of District.

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

9. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
10. **Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
11. **Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
12. **Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
13. **Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
 - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

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

- 14. Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. Consultant’s Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
 - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
 - b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
 - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

20. Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

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

 (Initials)

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

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

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

25. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

- 26. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

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

 (Initials)

30. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort, Superintendent
Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Rick Ostrander
Telephone: (323) 202-2550
Email: rostrander@cfwinc.com

To Consultant: Construction Testing & Engineering, Inc.
2400 Celsius Avenue, Suite J
Oxnard, CA 93030
Attention: Tiffany Spain
Business Development
Telephone(805) 486-6475
Email: tiffany@cte-inc.net

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

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

Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT

CONSTRUCTION TESTING & ENGINEERING, INC.

Lisa A. Franz
Signature

[Signature]
Signature

LISA A. FRANZ
Typed Name/Title

DAN MATH / PRESIDENT
Typed Name/Title

1-14-2022
Date

11-24-28
Date

Tax Identification Number: 93-0997190

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

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

Total Not to Exceed Fee = \$375,509.00

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "A"

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

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

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

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

Exhibit "A"

EXHIBIT "B"

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

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

Name: Dharmesh Amin

Title: Principal Engineer / Branch Mgr.

AND/OR

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

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

Date: 11-24-21

Proper Name of Consultant: Construction Testing + Engineering

Signature: 

By: Lisa Garcia

Its: Office Manager

EXHIBIT "D"

SCOPE OF SERVICES

Outlined in Construction Testing & Engineering, Inc.'s Attached Proposal, dated August 24, 2021

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES # _____

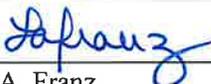
CONFLICT OF INTEREST CHECK

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

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

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

Date: 1-14-2022

By: 
Lisa A. Franz
Director, Purchasing



A Universal
Engineering
Sciences
Company

Construction Testing & Engineering, Inc.

Inspection | Testing | Geotechnical | Environmental & Construction Engineering | Civil Engineering | Surveying

August 24, 2021

PR R21090

Attn: Rick Ostrander
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 201
Los Angeles, CA 90042
(323) 202-2545
rostrander@cfwinc.com

SUBJECT: NOT TO EXCEED PROPOSAL TO PROVIDE GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

PROJECT: DSA #03-119284 ROSE AVENUE K-5 SCHOOL

LOCATION: 220 S. DRISKILL ST, OXNARD, CA 93030

Dear Mr. Ostrander,

Attached is our Not to Exceed proposal to provide geotechnical, materials testing, and special inspection services for the above project. Our estimate is based on review of the project plans and specifications provided. Our rates are based on State of California prevailing wage rates; if this were to change for any reason; CTE will adjust the rates accordingly. We have reviewed Addendum 3A-3B.

We are fully capable of providing all of the proposed services from our accredited facilities in Oxnard, California. While considering our proposal please keep in mind that all of our **rates include distribution of reports. No additional charges for local mileage or equipment will be added.**

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal or our capabilities, please contact Tiffany at 619-453-1393.

Respectfully,

CONSTRUCTION TESTING & ENGINEERING, INC.

State DIR - SB 845 Registration # 1000006116

Tiffany Spain
Business Development
tiffany@cte-inc.net

Dharmesh Amin, MS, PE, GE
Branch Manager

**Rose Avenue K-5 School (Oxnard, CA)
Proposed Materials Testing and Inspection Services:**

Service	Qty	Unit	Rate	Total
ACI Concrete Technician	160	hrs @	\$99	\$ 15,840
Concrete Batch Plant Inspection	160	hrs @	\$99	\$ 15,840
Floor Flatness/Levelness Test	14	hrs @	\$110	\$ 1,540
Reinforced Masonry Inspection	40	hrs @	\$105	\$ 4,200
Post-Installed Drilled Anchor Inspection	96	hrs @	\$105	\$ 10,080
Post-Installed Drilled Anchor Testing	96	hrs @	\$105	\$ 10,080
AWS/CWI - Field Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
AWS/CWI - Shop Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
Non-Destructive Testing Inspector - Field	96	hrs @	\$110	\$ 10,560
Non-Destructive Testing Inspector - Shop	96	hrs @	\$110	\$ 10,560
Concrete Mix Design Review	3	each @	\$200	\$ 600
Base Plate Grout Compression Testing	48	each @	\$22	\$ 1,056
Base Plate Grout Inspection	48	hrs @	\$105	\$ 5,040
Concrete Compression Tests	520	each @	\$22	\$ 11,440
Masonry Unit Compression Tests	12	each @	\$50	\$ 600
Masonry Unit Absorption Tests	12	each @	\$60	\$ 720
Masonry Composite Prism Tests - 8"x 8"x 16"	16	each @	\$95	\$ 1,520
Masonry Coring - 2 Man Crew	6	hrs @	\$240	\$ 1,440
Masonry Shear Tests	4	each @	\$60	\$ 240
Mortar Compression Tests	9	each @	\$22	\$ 198
Grout Compression Tests	16	each @	\$22	\$ 352
Sample & Tag Rebar	8	hrs @	\$105	\$ 840
Rebar Bend Test - # 11 Bar and Under	15	each @	\$35	\$ 525
Rebar Tensile Test - # 11 Bar and Under	15	each @	\$30	\$ 450
High-Strength Bolt (A325/A490) Tensile Testing	12	each @	\$80	\$ 960
High-Strength Bolt (A325/A490) Hardness Testing	12	each @	\$50	\$ 600
Sample Pickup	30	each @	\$50	\$ 1,500
Field Test Equipment (i.e., Skidmore, Torque Wrench, Air Meter, NDE Scope)	1200	hrs @	\$0	\$ -
Administrative Assistant	32	hrs @	\$0	\$ -
Project Management	32	hrs @	\$0	\$ -
Sr. Engineer Services	32	hrs @	\$130	\$ 4,160
Estimated Sub-Total Materials Testing and Inspection:				\$ 304,141

Proposed Geotechnical Testing Services:

Service	Qty	Unit	Rate	Total
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	160	hrs @	\$99	\$ 15,840
Soils Technician (Compaction Test - Trench Backfill)	200	hrs @	\$99	\$ 19,800
Soils Technician (Compaction Test - Pavement SG / Base)	160	hrs @	\$99	\$ 15,840
Asphaltic Paving Inspection	32	hrs @	\$99	\$ 3,168
Footing Inspection - Engineer / Geologist	48	hrs @	\$110	\$ 5,280
Lab Maximum Density Test	6	each @	\$200	\$ 1,200
Expansion Index	3	each @	\$140	\$ 420
Soil Classification with Gradation and Atterburg	3	each @	\$245	\$ 735
Aggregate Conformance Testing (SA, SG, No. 200, Organic Impurities, Unit Weight)	3	each @	\$220	\$ 660
"R" Value Testing	2	each @	\$220	\$ 440
Asphalt Hveem Test	4	each @	\$165	\$ 660
Maximum Theoretical Density	4	each @	\$150	\$ 600
% Asphalt, Extraction	4	each @	\$150	\$ 600
Field Test Equipment (i.e., Nuclear Gauge)	552	hrs @	\$0	\$ -
Administrative Assistant	7	hrs @	\$0	\$ -
Project Management	7	hrs @	\$0	\$ -
Misc. Engineering Services	32	hrs @	\$110	\$ 3,520
Sr. Engineer/Geologist Services	12	hrs @	\$130	\$ 1,560
Cost Incured				\$ 1,045
Estimated Sub-Total Geotechnical Services:				\$ 71,368

Estimated Total Proposed Services Not to Exceed:	\$ 375,509
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NTE does not include OT or re-inspection.

Optional Services:

Service	Unit	Rate
Reinforced Concrete Inspection	hrs @	\$105
Rebar Inspection	hrs @	\$105

ASSUMPTIONS

- A construction schedule was not available for this estimate.
- Plans and specifications were on hand for this estimate.
- DSA form 103 was not available for this estimate.
- Assumes concrete and rebar inspections will be performed by IOR.
- No overtime is scheduled.
- No weekend work is scheduled.
- This budget estimate reflects realistic amounts of inspection and testing at a **Prevailing** wage inspection rate.
- The hourly rate reflects an anticipated start date of 2021.
- All work performed outside our scope of service will be invoiced per CTE 2021 Schedule of Fees.
- 8 (4 field-cured and 4 lab-cured) Concrete cylinders taken for each 50 Cubic Yards per specs.
- Costs of Final and As-Graded Reports, and Pad Certifications are covered under Engineer Services.
- **Patching of core is assumed to be performed by the contractor/client. Patching may be provided as an extra cost.

AUTHORIZATION FOR WORK TO BE PERFORMED

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office. The attached CTE Standard Terms and Conditions shall govern this agreement.

GENERAL CONDITIONS

This will be a T&M based contract.

Client will be invoiced in accordance with CTE and State of California prevailing wage requirements, using a five day work week; all overtime will be billed at 1.5 times regular rate, until or unless double time rates apply. Additional services would be provided in accordance with our standard schedule of fees.

Please note that all inspector and technician rates may increase every July 1, commensurate with the State of California annual increase.

Late, same day, or show up time cancellations will be subject to a two-hour minimum charge, or actual time expended.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for at least 90 days from date on letter.

Printed Name
(Client, responsible for all payments, if not owner)

Authorized Signature

Title/Email Address

Phone Number/Date

Printed Name
(Owner, if different than client)

Authorized Signature

Title/Email Address

Phone Number/Date

CONSTRUCTION TESTING & ENGINEERING, INC.
STANDARD TERMS & CONDITIONS

1. **SCOPE OF AGREEMENT:** CTE's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall remain valid and binding on all parties.
2. **PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
3. **CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
4. **TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
5. **PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE ("CTE Work Product"), and copies thereof, shall remain the property of CTE and may not be used by or relied upon by other third parties without CTE's express written consent. Provided that Client pays for all services rendered in full, Client may rely upon the CTE Work Product for its intended purpose. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
7. **MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **TERMINATION:** CTE and Client each have the right to terminate, with or without cause, the Agreement upon ten (10) days written notice to the other party. If Client terminates the Agreement, CTE shall cease performance of all nonscheduled services. Notwithstanding the foregoing, CTE shall have no obligation to perform any services within five (5) days of the noticed termination date of the Agreement. Client shall be responsible for the payment of all services performed prior to the noticed termination date of the Agreement. If CTE terminates the Agreement, Client assumes all responsibility for substitute performance of all obligations memorialized in the Agreement. Under no circumstance shall CTE be responsible for consequential damages arising from the termination of the Agreement or any other cause. CTE and Client agree to a mutual waiver of any consequential damages.
9. **WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans, or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
10. **EXCLUSION OF IMPLIED WARRANTIES:** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
11. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE, and waives all rights and claims against CTE for their unauthorized use.
12. **NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
13. **CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
14. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
15. **PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
16. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

November 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-178 – Art Trek Inc. (DeGenna/Anguiano)

Art Trek Inc. is providing on-site/in person Art Trek Site Instructors for art lessons in grades K-8th at Chavez School.

Term of Agreement: October 24, 2022 through May 22, 2023

FISCAL IMPACT:

Not to Exceed \$26,600.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-178 with Art Trek Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-178, Art Trek Inc. \(1 Page\)](#)
[Certificate of Insurance \(17 Pages\)](#)



ART TREK, INC.

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

**2022-2023 AGREEMENT FOR SITE INSTRUCTIONAL SERVICES
ART JOURNAL CLASSES**

This Agreement for Instructional Services between Chavez Elementary School with its address at 301 N. Marquita St., Oxnard, CA, 93030 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

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

TERM of SERVICES for four weeks of art lessons

ART TREK shall provide the following services to your school:

- Art Trek Site Instructors for 8 art lessons K-8th grades throughout the year
These classes will be on site for 33 classes for a total of 35 hours per lesson
- Materials included

PAYMENT: Art Trek will be paid as follows:

Art Trek shall be paid for the number of hours on campus per week. Total number of hours per lesson equals 35.

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

35 hours per week x \$95 per hour = \$3325 per week

TOTAL: \$3325 per lesson x 8 lessons= \$26,600

INVOICING

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

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

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



Nan Young- Director

October 18, 2022
Date

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

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2022

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

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

PRODUCER Tolman & Wiker Insurance Services, LLC P.O. Box 1312 Oxnard CA 93032		CONTACT NAME: Erin Highberg PHONE (A/C, No, Ext): (661) 616-4714 FAX (A/C, No): (661) 616-4714 E-MAIL ADDRESS: ehighberg@tolmanandwiker.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
INSURED Art Trek Inc. 703 Rancho Conejo Blvd. Newbury Park CA 91320		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22/23 PROJECT

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2406218	06/04/2022	06/04/2023	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							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
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form PIGLDHS1011. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn: Lisa Franz, Purchasing D 1051 South A. Street Oxnard CA 93030-7442	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

- 1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

- 2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

- 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.**d.** is deleted in its entirety and replaced by the following:

- 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.

- i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:
 - (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-179 – Building Block Entertainment Inc. (DeGenna/Halko)

Building Block Entertainment provided two performances of “Bye Bye Bully” on Friday, December 9, 2022, for students at Soria Elementary School.

FISCAL IMPACT:

\$995.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-179 with Building Block Entertainment Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-179, Building Block Entertainment Inc. \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)

CONTRACT FOR SCHOOL ASSEMBLY PERFORMANCE

Please e-sign this contract,
or download it, sign it, and fax it to (818) 979-7198 (no cover sheet is required),
or email signed contract to scheduleassemblies@gmail.com.

Solo performer Obediah Thomas will perform the program entitled: "Bye Bye Bully"
Name of school where performance is held: Soria Elementary
The performance(s) shall begin at: 9:00am & 10:00am (program length: approx. 45 min.)
The assembly shall be performed on the following date: Friday, December 9, 2022
School address: 3101 Dunkirk Dr, Oxnard, CA 93035 United States
School contact person: Deicy Ramirez
The total fee for this engagement: \$995.00
Please make check payable to Building Block Entertainment Inc. EIN 27-1719204
Deposit due: \$0.00

Technical requirements:

1. **An additional \$100 will be added to the above fee for outdoor performances.** (Due to technical reasons, the program "Bye Bye Bully" & "Stop, Think, Act" cannot be performed outdoors.)
2. **Before signing this contract, please verify that this date is recorded on your school calendar.**
3. Performer will require the use of a table.
4. Performer requires access to the performing area at least 60-minutes before the performance time is required. Performer requires 55-minutes to load in and set up.
5. A performing space or stage of at least 15' wide x 15' deep is required.
6. The performers will furnish their own microphones and sound system unless they use an airline to fly to your school destination.
7. Once the show has ended, the performer will need an additional 30-minutes to remove props and sound equipment from the stage.
8. Please arrange for a school representative such as a custodian to be present at setup time (60 min. before the first performance) to direct performer to the stage lighting controls, table, electrical outlets, and restrooms.
9. Performer requires at least 10-minutes to reset the stage between multiple performances.
10. This contract is subject to cancellation by Shows That Teach (Building Block Entertainment Inc.) due to legitimate illness, accidents, acts of God or other conditions beyond the control of the performer, but will be rescheduled on a mutually agreeable date.
11. When a Building Block Entertainment (Shows That Teach) performer travels to the agreed location to perform and is unable to perform due to circumstances beyond the control of the performer or Building Block Entertainment - e.g. fire, a major earthquake, an electrical outage, an unplanned school closure, rain (if outdoors), etc. - Building Block Entertainment is to be paid in full.
12. You may reach the performer directly at the following cell phone: (818) 726-3526.

Signature for agreement: _____
Valerie Mitchell, Interim Asst. Supt., Business & Fiscal Services

[Click Here to Read and Sign the Document](#)

Signature for Building Block Entertainment Inc.: 



CERTIFICATE OF LIABILITY INSURANCE

DATE
(MM/DD/YYYY)
10/04/2022

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

PRODUCER Specialty Insurance Agency Performers of the U.S. 3432 Denmark Ave #231 Eagan, MN 55123	Contact Name: Heather Weiss Zenzen Phone: 715-246-8908 FAX: 715-246-8908 Email: certs@specialtyinsuranceagency.com
INSURERS AFFORDING COVERAGE	
INSURER A: Evanston Insurance Company	NAIC # 35378
INSURER B:	
INSURER C:	
INSURER D:	

INSURED PERFORMERS OF THE U.S. AND ITS PARTICIPATING MEMBERS:
 Mark O. Beckwith
 dba Building Block Entertainment, Razzle Bam Boom, Shows That Teach
 5243 Comercio Avenue
 Woodland Hills, CA 91364

COVERAGES

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

	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	2CN0175-3056	04/25/2022	04/24/2023	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
A	PERFORMER ASSISTANT(S)						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	BUSINESS PERSONAL PROPERTY - INLAND MARINE						AGGREGATE	\$
A	SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	DATA BREACH AND CYBER LIABILITY COVERAGE						AGGREGATE	\$
A	EQUIPMENT LEASED OR RENTED						AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.:
 Mark O. Beckwith dba Building Block Entertainment, Razzle Bam Boom, Shows That Teach
 Additional Insured: Oxnard School District

 Email: hsalgado@oxnardsd.org, nmagana@oxnardsd.org Ongoing For Policy Period

CERTIFICATE HOLDER Oxnard School District 1051 S A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE 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
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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$INCLUDED (Check box if fully earned)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-181 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2022-2023 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students:

MA102113	\$10,962.84
JV120313	\$9,765.61

FISCAL IMPACT:

\$20,728.45 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-181 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-181, Ventura County Office of Education \(2 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **April 21, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

MA102113

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **4/21/2022 (IEP date~4/7/2022)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> <u>4/21/2022-6/9/2022</u> (ESY: <u>6/13/2022-6/30/2022</u>)	UPCOMING: <u>2022-2023</u> (ESY: <u>7/1/2022-7/8/2022</u>) <u>8/17/2022-4/7/2023</u>
ESTIMATED COSTS:	\$ <u>10,962.84</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **10,962.84**



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 7, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JV120313

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstances educational support in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 30 minutes daily during transportation for a total of 270 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **5/7/2022 (IEP date~5/3/2022)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

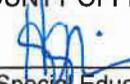
FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	<u>5/7/2022-6/9/2022</u> (ESY: <u>6/13/2022-6/30/2022</u>)	<u>8/17/2022-5/3/2023</u> (ESY: <u>7/1/2022-7/8/2022</u>)
ESTIMATED COSTS:	\$ <u>9,765.61</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Signature-DOR Authorized Representative

VENTURA COUNTY OFFICE OF EDUCATION
Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 9,765.61

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #22-186 – 3E Consulting Group (DeGenna/Duran)

3E Consulting Group will design and deliver customized professional learning, using an action lab design model, which includes ongoing design, implementation, and evaluation support of Professional Learning Communities for the Ramona Elementary School certificated and classified staff. The Action Lab Design emphasizes a targeted knowledge and skill development with a focus on implementation, reflection, and improvement cycles. The proposal is predicated on providing knowledge/skill building with ongoing support via virtual coaching.

Term of Agreement: August 1, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$8,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Ramona School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-186 with 3E Consulting Group.

ADDITIONAL MATERIALS:

Attached: [Proposal \(3 Pages\)](#)

[Agreement #22-186, 3E Consulting Group \(13 Pages\)](#)

3E Consulting Group

Execute. Equity. Excellence.

Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

Oxnard School District - Ramona PLC Capacity Building

This is a 1 year proposal to design and deliver customized professional learning using a capacity building (knowledge/skill) approach which includes ongoing design, implementation, evaluation of the Professional Learning Communities School Improvement Model in partnership with the Ramona Elementary principal/campus instructional leadership. The capacity building design emphasizes a targeted knowledge and skill development with a focus on the planning, implementing, monitoring and evaluating/reflecting on PLC structures and culture. The proposal is predicated on providing knowledge/skill building with ongoing support, via virtual coaching.

This customized professional learning is based on the work of multiple researchers and authors such as Dr. Anthony Muhammad, Dr. Rick Dufour, Dr. Anthony Bryk, Dr. Sharon Kramer, Dr. Thomas Many. The goal of the capacity building sessions would be to support the development of the principal/instructional leadership team staff's knowledge/skill capacity in the Professional Learning Communities school improvement model. Building knowledge and skill capacity would mean that the campus administrator would engage in multiple strategic partnering sessions designed to build an actionable knowledge and understanding of the Professional Learning Community (PLC) purpose and essential practices. This would include establishing a school performance context, developing an equity focused lens, identifying instructional strengths/opportunities for collective growth and developing a compelling purpose for engaging in the PLC work. As a first year outcome, the principal/instructional leadership team will engage in school-wide consensus building, PLC coalition building and introductory PLC knowledge and skill building for the RES certificated and classified staff.

The PLC capacity building work will focus on the following:

- ★ Building collective understanding and responsibility for student learning using the PLC School Improvement Model
- ★ Consensus and PLC coalition building
- ★ Knowledge & Skill Building
 - Principal as an equity focused PLC Instructional Leader
 - Guaranteed & Viable Curriculum / PLC Learning Cycle
 - School & Team Level SMARTE Goals
 - Formative Assessment & Common Formative Assessment
 - Systematic Intervention

3E Consulting Group

Execute. Equity. Excellence.

Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

The principal would receive eight 2 hour strategic coaching sessions that would be implemented beginning in Fall 2022.

This will require the following :

- 8 two hour strategic coaching virtual sessions (16 hrs)
 - PLC Resource design support

The principal/whole staff would receive an end of year 2 hr “PLC Next Level of Work” virtual session. This would include reflection, evaluation and planning for continuing the introduction/implementation of PLC practices school-wide as a part of their planning for next year(such as SPSA/Campus Improvement Plan, Comprehensive Needs Assessment etc).

This would require the following

- 1 two hour PLC “ Next Level of Work” session

NOTE: *Sessions to be scheduled and invoiced as per schedule

- Sessions scheduled but not completed will be invoiced at total session investment
- Sessions must be canceled and rescheduled with 72 hour notice

Year 1 PLC Investment Table

PLC Capacity Building Support & Service	
➤	8 two hour strategic coaching virtual sessions
➤	PLC Resource Design
➤	PLC “Next Level of Work” session (2 hrs)
PLC Capacity Building Investment = \$10K PLC Capacity Building Investment 10K - 2K Equity First Adjustment = \$8K Total Y1 Investment	

Dates of Service: Dates: OCT 2022 to JUN 2023

3E Consulting Group

Execute. Equity. Excellence.

Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

What..	When...	Who....	Status...
1 Day PLC Session = Multiple Tuesday Sessions	Every Tuesday	All Staff	
Coaching and Support Sessions Grade Spans <ul style="list-style-type: none"> ● K-1 ● 2-3 ● 4-5 ● 6-8 	<ul style="list-style-type: none"> ● Session 1-FIRST DATE ONCE APPROVED @ 245 PST Ldrshp™ meeting (focus how can you lead effective collaboration) ● Session 2 ● Session 3 ● Session 4 ● Session 5 ● Session 6 ● Session 7 ● Session 8 	All Staff	
PLC Next Level of Work virtual session	May 2023		

OXNARD SCHOOL DISTRICT

Agreement #22-186

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 14th day of December 2022 by and between the Oxnard School District (“District”) and 3E Consulting Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 1, 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 Eight Thousand Dollars and No Cents (\$8,000.00), 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: Ramona School
804 Cooper Road
Oxnard, California, 93030
Attention: Dr. Andres Duran
Phone: 805.385.1569
Fax: 805.486.7049

To Consultant: 3E Consulting Group
2920 N. Houston Street
Fort Worth, TX 76106
Attention: Daryton A. Ramsey
Phone: 915.526.6437
Email: daramse@gmail.com

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

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

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

26. **Administration.** **DR. ANDRES DURAN** 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:

3E CONSULTING GROUP:

Signature

Signature

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

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-130

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-186

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:

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #22-130

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-186

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.

- Not Project Related
- Project #22-130

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-186

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-130

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-130

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-186

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, **3E CONSULTING GROUP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

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

3E Consulting Group

Execute. Equity. Excellence.

Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

Oxnard School District - Ramona PLC Capacity Building

This is a 1 year proposal to design and deliver customized professional learning using a capacity building (knowledge/skill) approach which includes ongoing design, implementation, evaluation of the Professional Learning Communities School Improvement Model in partnership with the Ramona Elementary principal/campus instructional leadership. The capacity building design emphasizes a targeted knowledge and skill development with a focus on the planning, implementing, monitoring and evaluating/reflecting on PLC structures and culture. The proposal is predicated on providing knowledge/skill building with ongoing support, via virtual coaching.

This customized professional learning is based on the work of multiple researchers and authors such as Dr. Anthony Muhammad, Dr. Rick Dufour, Dr. Anthony Bryk, Dr. Sharon Kramer, Dr. Thomas Many. The goal of the capacity building sessions would be to support the development of the principal/instructional leadership team staff's knowledge/skill capacity in the Professional Learning Communities school improvement model. Building knowledge and skill capacity would mean that the campus administrator would engage in multiple strategic partnering sessions designed to build an actionable knowledge and understanding of the Professional Learning Community (PLC) purpose and essential practices. This would include establishing a school performance context, developing an equity focused lens, identifying instructional strengths/opportunities for collective growth and developing a compelling purpose for engaging in the PLC work. As a first year outcome, the principal/instructional leadership team will engage in school-wide consensus building, PLC coalition building and introductory PLC knowledge and skill building for the RES certificated and classified staff.

The PLC capacity building work will focus on the following:

- ★ Building collective understanding and responsibility for student learning using the PLC School Improvement Model
- ★ Consensus and PLC coalition building
- ★ Knowledge & Skill Building
 - Principal as an equity focused PLC Instructional Leader
 - Guaranteed & Viable Curriculum / PLC Learning Cycle
 - School & Team Level SMARTE Goals
 - Formative Assessment & Common Formative Assessment
 - Systematic Intervention

3E Consulting Group

Execute. Equity. Excellence.

Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

The principal would receive eight 2 hour strategic coaching sessions that would be implemented beginning in Fall 2022.

This will require the following :

- 8 two hour strategic coaching virtual sessions (16 hrs)
 - PLC Resource design support

The principal/whole staff would receive an end of year 2 hr “PLC Next Level of Work” virtual session. This would include reflection, evaluation and planning for continuing the introduction/implementation of PLC practices school-wide as a part of their planning for next year(such as SPSA/Campus Improvement Plan, Comprehensive Needs Assessment etc).

This would require the following

- 1 two hour PLC “ Next Level of Work” session

NOTE: *Sessions to be scheduled and invoiced as per schedule

- Sessions scheduled but not completed will be invoiced at total session investment
- Sessions must be canceled and rescheduled with 72 hour notice

Year 1 PLC Investment Table

PLC Capacity Building Support & Service	
➤	8 two hour strategic coaching virtual sessions
➤	PLC Resource Design
➤	PLC “Next Level of Work” session (2 hrs)
PLC Capacity Building Investment = \$10K PLC Capacity Building Investment 10K - 2K Equity First Adjustment = \$8K Total Y1 Investment	

Dates of Service: Dates: OCT 2022 to JUN 2023

3E Consulting Group

Execute. Equity. Excellence.

Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

What..	When...	Who....	Status...
1 Day PLC Session = Multiple Tuesday Sessions	Every Tuesday	All Staff	
Coaching and Support Sessions Grade Spans <ul style="list-style-type: none"> ● K-1 ● 2-3 ● 4-5 ● 6-8 	<ul style="list-style-type: none"> ● Session 1-FIRST DATE ONCE APPROVED @ 245 PST Ldrshp™ meeting (focus how can you lead effective collaboration) ● Session 2 ● Session 3 ● Session 4 ● Session 5 ● Session 6 ● Session 7 ● Session 8 	All Staff	
PLC Next Level of Work virtual session	May 2023		

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-187 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2022-2023 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students:

JB080313	\$31,377.75	EG061410	\$28,804.40
JV030409	\$18,029.50	JV120313	\$54,757.25
JM111710	\$40,546.75	MA102113	\$42,017.31

FISCAL IMPACT:

\$215,532.96 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-187 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-187, Ventura County Office of Education \(6 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 5, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JB080313

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/5/2022** (IEP date~2/3/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> 2/5/2022-6/9/2022 (ESY: 6/13/2022-6/30/2022)	UPCOMING: <u>2022-2023</u> (ESY: 7/1/2022-7/8/2022) 8/17/2022-2/3/2023
	ESTIMATED COSTS: \$ _____	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

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

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ _____ 31,377.75



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JV030409

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster Middle School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2022 (IEP date~11/3/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	11/13/2021-6/15/2022 (ESY: 6/21/2022-6/30/2022)	(ESY: 7/1/2022-7/15/2022) 8/17/2022-11/3/2022
ESTIMATED COSTS:	\$ _____	+ \$ <u>18,029.50</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By:  _____
Special Education Authorized Representative

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

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 18,029.50



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2022, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JM111710

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Foster Middle School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes daily

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2022 (IEP date~4/1/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2022-2023</u> (ESY: <u>7/1/2022- 7/8/2022</u> <u>8/17/2022-4/1/2023</u>)	UPCOMING: <u>2023-2024</u>
ESTIMATED COSTS:	\$ <u>40,546.75</u>	+ \$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]
Special Education Authorized Representative

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

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 40,546.75



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **July 1, 2022** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

EG061410

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 1,944 minutes a week. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2022 (IEP date~1/6/2022)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2021-2022	UPCOMING: 2022-2023
	1/13/2022-6/10/2022 (ESY: 6/13/2022-6/30/2022)	(ESY: 7/1/2022-7/8/2022) 8/17/2022-1/6/2023
ESTIMATED COSTS	\$ _____	+ \$ 28,804.40

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative

Accepted By: [Signature]
Special Education Authorized Representative

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

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **28,804.40**

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JV120313

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstances educational support in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 30 minutes daily during transportation for a total of 270 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2022 (IEP date~5/3/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> 5/7/2022-6/9/2022 (ESY: 6/13/2022-6/30/2022)	UPCOMING: <u>2022-2023</u> (ESY: 7/1/2022-7/8/2022) 8/17/2022-5/3/2023
ESTIMATED COSTS:	\$ _____ +	\$ <u>54,757.25</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Signature-DOR Authorized Representative

VENTURA COUNTY OFFICE OF EDUCATION
Accepted By: [Signature]
Special Education Authorized Representative

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

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ _____ 54,757.25



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2022, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

MA102113

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2022 (IEP date~4/7/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> <u>4/21/2022-6/9/2022</u> (ESY: <u>6/13/2022-6/30/2022</u>)	UPCOMING: <u>2022-2023</u> (ESY: <u>7/1/2022-7/8/2022</u>) <u>8/17/2022-4/7/2023</u>
ESTIMATED COSTS:	\$ _____	+ \$ <u>42,017.31</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]
Special Education Authorized Representative

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

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 42,017.31

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #22-189 – Salus Campus Solutions (DeGenna/Nocero)

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

Term of Agreement: October 13, 2022 through June 30, 2023

FISCAL IMPACT:

Not to Exceed: \$20,000.00- LCAP 2.6 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-189 with Salus Campus Solutions.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-189, Salus Campus Solutions \(13 Pages\)](#)

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

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

OXNARD SCHOOL DISTRICT

Agreement #22-189

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 14th day of December 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 October 13, 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 Twenty Thousand Dollars and No Cents (\$20,000.00), 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

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

Signature

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

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-189

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. 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 #22-189

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 #22-189

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 #22-189

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

November 7, 2022

SCOPE OF WORK

Salus LLC will monitor and support the implementation of Kamala School Site Assessment recommendations throughout the 2022-23 school year. Salus will meet with site leadership 2 times a month, or every two weeks..

Description of Services

1. Salus will support the implementation of the recommendations of the SSA which includes, but not limited to, the following:

Logistics and Processes

- Establish and maintain scheduled communication from site administration
- Ensure processes and protocols are being followed
- Assist with facilitating staff training
- Receive Campus Supervision updates
- Communication between Principal and teachers, involvement and input

Facilities/Campus Grounds

- Ensure landscaping is priority
- Graffiti removal
- Campus signage

Campus Culture

- Encourage education for students on drug use/possession (i.e. MADD, VCBH)
- Staff/student activities, promote positive interactions
- Increase school pride/spirit and celebrate students and staff more often (media)

2. Salus LLC will prepare and review a report with designated administration at the district or school site.

Timeframe

Date of all work within the SSA will begin October 13, 2022 and end June 30, 2023.

Cost

Hourly rate: \$200

Estimated total: 15 hours per month

Budget: not to exceed \$20,000

✓	Review of current policies with site administration
✓	Site visits, phone calls
✓	Meeting to Review School Safety Assessment Report + Guidance

Invoicing

Salus LLC will invoice Oxnard School District. Invoice will include items detailed above in **Description of Services**.

Please make checks payable to **Salus, LLC**.

Prepared 11/7/2022 Page 1 of 1

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #22-191 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

Oxnard School District will provide two facilitators who will work in close collaboration with Community Engagement Initiative (CEI) Lead Agency Facilitators to develop a meeting calendar, attend all meetings, plan professional development activities for Cohort II districts, host and facilitate meetings virtually or in person to improve community engaging efforts in participating districts, and complete meeting surveys and reflection documents as requested.

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

FISCAL IMPACT:

Funding for this project will be provided to the Oxnard School District from the California Collaborative for Educational Excellence, up to the amount of \$60,000.00.

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-191 with California Collaborative for Educational Excellence.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-191, California Collaborative for Educational Excellence \(11 Pages\)](#)



**2022-23 COMMUNITY ENGAGEMENT INITIATIVE (CEI)
DISTRICT PEER LEADING AND LEARNING EXCHANGE (PLLX) FACILITATION CONTRACT
COHORT I**

This CONTRACT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and Oxnard School District (“CONTRACTOR”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and CONTRACTOR shall be referred to collectively as “PARTIES.”

SECTION I: Purpose

The Community Engagement Initiative (“CEI”) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 (“AB 1808”), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the CCEE, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications (“RFA”), the California Department of Education (“CDE”) and the CCEE, with approval from the executive director of the State Board of Education (“SBE”) selected the San Bernardino County Superintendent of Schools (“SBCSS”), Families In Schools (“FIS”), and the California Association for Bilingual Education (“CABE”) as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to co-administer the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and co-facilitate a professional learning network for no less than two years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to co-facilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI's inaugural Peer Leading and Learning Network ("PLLN"). The teams represent Cohort I, including DISTRICT, represented the following school districts:

- » Anaheim Union High School District
- » Azusa Unified School District
- » Cajon Valley Union School District
- » East Side Union High School District
- » Ontario-Montclair School District
- » Oxnard School District

In addition to the school districts identified above, the following Geographic Lead Agencies participated in Cohort I:

- » Shasta County Office of Education
- » Tulare County Office of Education

For the 2020–21 and 2021–22 fiscal years, the California Collaborative for Educational Excellence and the lead agency convened five community engagement professional learning networks. Each of these professional learning networks represent a different region of the state and included community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. These teams accomplished all of the following:

1. Participate in the professional learning network for no less than two years.
2. Engage in open dialogue on issues related to improving local pupil outcomes.
3. Partner with other communities and school districts on improving community engagement.

Each of the professional learning networks convened five community engagement professional learning networks, that included as co-facilitators members of a team that participated in the initial community

engagement professional learning network, and selected four to six geographically diverse teams from the applicants solicited.

Each of the professional learning networks established accomplished the following:

1. Deepen the community engagement of the school districts and communities participating in each professional learning network, including the engagement in the protocol developed by Cohort I.
2. Use the metrics developed by Cohort I to measure changes in community engagement in each of the participating communities and school districts.

After a competitive application process, teams from twelve school districts across California were selected to participate in the CEI's Cohort II Peer Leading and Learning Network ("PLLN"). Initially, the twelve school districts included Victor Valley Union High School District, and at present there are eleven school district teams. The teams, including DISTRICT, represent the following school districts:

- » Bakersfield City School District
- » Chino Valley Unified School District
- » Moreno Valley Unified School District
- » Oakland Unified School District
- » Pajaro Valley Unified School District
- » Parlier Unified School District
- » Riverside Unified School District
- » Salinas Union High School District
- » Santa Ana Unified School District
- » Upper Lake Unified School District
- » Val Verde Unified School District

Now collectively Cohort I/II called "Foundational" districts and networks.

SECTION II: Privileges and Obligations of CONTRACTOR and FACILITATORS, to be enforced by CONTRACTOR

- A. CONTRACTOR: agrees to provide 2 or more individuals to serve as Peer Leading and Learning Exchange (PLLX) FACILITATORS of the 2022-23 CEI PLLN. Each of the six meeting cycles of the CEI PLLN during 2022-23 shall be facilitated by at least one of these named individuals. In addition, CONTRACTOR will attend PLLX general meetings and trainings.
- B. FACILITATORS shall do all of the following:
 - Determine, in collaboration with CEI Lead Agency Facilitators and CCEE staff, a schedule of CEI PLLN meetings every 4-6 weeks, with the first meeting commencing no later than October 31, 2022, and the last meeting commencing no later than June 30, 2023. Provide the meeting schedule by November 15, 2022. Date changes may be made so long as CEI PLLN meetings are held every 4-6 weeks. Notice of any date change shall be provided no later than two days after the change is made.

-
- Collaborate with other CEI PLLX Facilitators, develop plans and curricula meetings, and share those plans and curricula with CCEE staff and CEI PLLN Facilitators based on provided timelines (to be finalized during CEI PLLN Facilitator meeting). All CEI PLLN curriculum will be developed by CEI PLLN Facilitators, in collaboration with CCEE. CEI PLLN Facilitators will engage in at least six planning and curricula generation meetings with CCEE from September 15, 2022 to June 30, 2023, with regular planning and curricula deliverables due based on established timelines for 2022-23.
 - Host and facilitate six CEI PLLN meetings using the plans and curricula created by the CEI PLLX Facilitators/CCEE team, addressing improving community engagement efforts in participating LEAs.
 - Between each CEI PLLN meeting, check-in with all CEI PLLN Cohort III District Leaders to ensure they are making progress towards meeting Year 4 goals and objectives set forth in Section I of this contract.
 - Complete CEI surveys and reflection documents as requested.
 - Participate in meetings with all CEI PLLX Facilitators and CCEE at least monthly from September 15, 2022 to June 30, 2023, virtually or in-person. The meetings shall include: design and planning of PLLN meeting activities and agendas; creating presentation materials (PowerPoints, handouts, resources); debriefing the PLLN meetings; and processing and incorporating participants' feedback.
 - Participate in Professional Leading and Learning Exchange (PLLX) meetings from September 15, 2022 to June 30, 2023 (unless PLLX retreat is scheduled before this date—all meeting cycles must be complete before the PLLX retreat). PLLX meetings will include six meeting cycles. Each meeting cycle may require a PLLX general meeting, planning meetings, a Cohort III PLLN meeting, and a PLLX Facilitator debrief meeting.
 - CCEE invites CONTRACTOR to submit a proposal(s) for an opportunity to assist in the development of resources to support expansion work. Expansion work may involve additional in-person activities that can include hosting demonstration site activities, and/or development of resources and delivery of trainings. Proposals must be approved by CCEE and shall identify the project scope, deliverables and costs associated with those deliverables. Total amount of approved proposal costs shall not exceed \$40,000, per CONTRACTOR for the 2022-23 year.

Proposal Submission: Each proposal requires the completion of the **CEI Proposal Request Form**. CONTRACTOR interested in submitting a proposal should contact CCEE Assistant Director (smitchell@ccee-ca.org) to request a **CEI Proposal Request Form**. Proposals require CCEE approval before work can be initiated and any work performed without CCEE approval will not be reimbursed. Proposals are due no later than May 1, 2023, for activities to be performed on or before June 30, 2023.

- C. Costs. CONTRACTOR agrees to bear all costs associated with satisfying this Contract.
- D. Content License. CONTRACTOR and FACILITATORS agree to grant all CEI PLLN participants and the CCEE a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the CONTRACTOR or FACILITATORS and presented or distributed at CEI PLLN meetings or as part of communications with or between CEI PLLN participants provided (i) the use, reproduction,

and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product. The information and content produced, either in whole or in part, by a CONTRACTOR or FACILITATORS shall not be copyrighted or patented by anyone else.

- E. Assignment. Neither this Contract nor any duties or obligations under this Contract may be assigned by CONTRACTOR, individually or collectively, without the prior written consent of CCEE and Administrative Agent. Any assignment or purported assignment of this Contract by a CONTRACTOR without prior written consent of CCEE and Administrative Agent will be deemed void and of no force or effect.
- F. Conflict of Interest. CONTRACTOR, individually and collectively, covenant, by themselves and on behalf of their officers and directors, that they presently have no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this Contract. CONTRACTOR further covenant, by themselves and on behalf of its officers and directors, that in satisfying this Contract, no person having any such interest shall knowingly be employed or retained by them under this Contract.
- G. Non-Discrimination. Neither CONTRACTOR, nor any officer, agent, employee, or subcontractor of CONTRACTOR shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Contract. To the extent they shall be found to be applicable hereto, CONTRACTOR and any officer, agent, employee, or subcontractor of CONTRACTOR shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- H. Insurance. CONTRACTOR shall, at Contractor's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by Contractor and Contractor's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section H is sufficient to protect Contractor for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure Contractor's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

- I. Invoicing. CONTRACTOR may submit a quarterly invoice for successful performance of all duties and obligations under this Contract, including all duties associated with providing two or more individuals to serve as CEI PLLX Facilitators and facilitating a successful CEI PLLN meeting, at a rate of \$5,000 per Cohort III PLLN meeting (six total). In addition, CONTRACTOR will serve as CEI PLLX Facilitators at a rate of \$5,000 per PLLX meeting cycle (six total) for a total not-to-exceed amount of \$60,000 for facilitating networks. Each "cycle" may include a PLLX general meeting, planning meetings, and a PLLX Facilitator debrief meeting. Also included in the series of cycles is a launch, PLLX general meetings, and year-end retreat.

The sum of all invoices submitted by CONTRACTOR for facilitating and participation in networks under this Contract shall not exceed \$60,000:

CONTRACTOR Network Activities	Not-to-Exceed
Facilitation of Cohort III PLLN Meetings	\$30,000
Participation in PLLX Cycle of Meetings	\$30,000
Total Not-to-Exceed Amount:	\$60,000

Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the facilitation and participation of the meeting(s) during the preceding quarter. The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the CONTRACTOR. No payments will be made to the CONTRACTOR after this period. Invoices shall be submitted via email to the CCEE Fiscal Coordinator at ap_ccee@ccee-ca.org.

If requested by the Administrative Agent, CONTRACTOR shall provide additional documentation supporting each invoice.

In addition, as set forth in Section III.B below, up to \$40,000 may also be available to CONTRACTOR Cohort I PLLX FACILITATORS for CCEE approved proposals in support of the CEI expansion work. Total amount of approved proposal costs shall not exceed \$40,000, per CONTRACTOR for 2022-23.

The sum of all invoices submitted by CONTRACTOR for additional costs as per Section III.B below shall not exceed \$40,000:

CONTRACTOR Additional Costs (CCEE Approved)	Not-to-Exceed
Total CCEE Approved Proposal(s) - Expansion Work	\$40,000
Total Not-to-Exceed Amount:	\$40,000

SECTION III: Privileges and Obligations of CCEE/Administrative Agent

- A. Funding. In accordance with the invoicing conditions and requirements set forth in Section II.I. above, CCEE/Administrative Agent shall provide CONTRACTOR up to \$60,000, for satisfactory network activities as per Section II.B of this Contract. CONTRACTOR will be responsible for any costs related to satisfying this Contract beyond this sum and for any costs related to the Contract beyond the Term of the Contract. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY

CONSORTIUM has any financial obligation to the CONTRACTOR or FACILITATORS other than those detailed in this CONTRACT.

- B. Additional Costs. Notwithstanding Paragraph A above, up to \$40,000 may also be available to CONTRACTOR Cohort I PLLX FACILITATORS for CCEE approved proposals in support the CEI expansion work. Expansion work may involve additional in-person activities that can include hosting demonstration site activities, and/or development of resources and delivery of trainings. Total amount of approved proposal costs shall not exceed \$40,000, per CONTRACTOR for 2022-23.

In addition to the above, CCEE/Administrative Agent will offer travel airfare and lodging for CONTRACTOR FACILITATORS participating in PLLX cycle of meetings as described in Section I.A. Travel arrangements for airfare and lodging must be made pursuant to the CCEE CEI Travel Guidelines and travel expenses outside of the CEI Travel Guidelines will not be reimbursed. Mileage is not a covered travel expense under this Contract. Out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements.

- C. Content License. CCEE agrees to grant CONTRACTOR a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by a CEI PLLN facilitator, or with or by CEI PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION IV: Further agreement by all PARTIES

- A. Term. The term of this Contract shall be from **July 1, 2022 through June 30, 2023**.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this Contract does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that CONTRACTORS and all officers, employees and agents of CONTRACTORS are acting as independent contractors of CCEE and not as partners, joint venturers, agents or employees of CCEE. Personnel tasked by CONTRACTORS with ensuring satisfaction of the obligations under this Contract shall at all times be under the CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this Contract and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that CONTRACTOR in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. CONTRACTOR will provide a statement of activities funded by this CONTRACT if requested.
- D. No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against any PARTY.

-
- E. Termination. CCEE may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. CONTRACTOR may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received, and therefore the date of receipt will be the first day of the notice period.
- F. Waiver of Default. Any waiver by any PARTY of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any PARTY to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- G. Force Majeure.
1. In the event any CONTRACTOR is unable to comply with any provision of this Contract due to causes beyond its control such as acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, no CONTRACTOR shall be held liable to CCEE for such failure to comply.
 2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, CCEE/Administrative Agent shall not be held liable to any CONTRACTOR for such failure to comply.
- H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless CONTRACTOR, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this CONTRACT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.
- CONTRACTOR shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR.
- I. Notices. All correspondence and notices required or contemplated by this Contract shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in

accordance with this Paragraph.

Notices, requests, and other communications required or contemplated under this Contract shall be sent to the Parties by electronic mail and first class mail, at the addresses set forth below. The addresses for delivery of notice may be changed by any Party by providing written notice to all other Parties in accordance with this section.

Any notice to the CONTRACTOR shall be made to the following individual:

Oxnard School District
Attn: Teresa Ruvalcaba
1051 South A St.
Oxnard, CA 93030
truvalcaba@oxnardsd.org

Any notice to the California Collaborative for Educational Excellence and/or the Administrative Agent shall be made to each of the following individuals:

California Collaborative for Educational Excellence
Attn: Emma Oh
915 L Street, Suite 1430
Sacramento, CA 95814
ap_ccee@ccee-ca.org

Administrative Agent/Marin County Office of Education
c/o Iishwara Ryarur
1111 Las Gallinas Avenue
San Rafael, CA 94903
iryaru@marinschools.org

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have, to the extent deemed appropriate, obtained legal counsel concerning the content and meaning of this Contract. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Contract.
- K. Litigation Costs. Except as otherwise provided in this Contract, if any PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This Contract shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each CONTRACTOR involved in the dispute. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void,

or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- M. Authority to Enter into Agreement. Each Party to this Contract warrants that it has the full power and authority to enter into this Contract and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this Contract.
- N. Entire Agreement/Amendment. This Contract, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this Contract between the PARTIES pertaining to the subject matter of this Contract. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this Contract by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this Contract. The provisions of this Contract may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
- O. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Iishwara Ryar, CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Chris Hartley, Deputy Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

CONTRACTOR

Signature: _____ Date: _____

Printed Name and Title: Valerie Mitchell, Interim Asst. Supt., Business & Fiscal Services

Address: 1051 South A Street

City: Oxnard State: CA Zip Code: 93030

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #22-192 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

Oxnard School District agrees to organize a team to participate in Peer Leading and Learning (PLLN) meetings. This team is responsible for organizing, planning, and holding two (2) PLLN collaborative meetings; communicating regularly with the CCEE and Lead Agency Consortium; responding to all research inquiries regarding the CEI and the PLLN; permitting any CCEE or lead Agency Consortium staff member or representative to attend all or part of any PLLN meeting; sharing resources developed through engagement in the PLLN with CCEE, Lead Agency Consortium, and future CEI PLLN's; engaging in open dialogue on issues related to improving local pupil outcomes; partnering with other communities and school districts on improving community engagement; actively supporting the mission, vision, values, and goals of the PLLN; keeping district's governing Board regularly informed of the district's engagement in the PLLN.

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

FISCAL IMPACT:

Funding for this project will be provided to the Oxnard School District from the California Collaborative for Educational Excellence, up to the amount of \$50,000.00.

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-192 with the California Collaborative for Educational Excellence.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-192, California Collaborative for Educational Excellence \(11 Pages\)](#)



**2022-23 COMMUNITY ENGAGEMENT INITIATIVE (CEI)
PEER LEADING AND LEARNING (PLLN) DISTRICT AGREEMENT
COHORT I/II (FOUNDATIONAL)**

This AGREEMENT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, "Administrative Agent"), acting on behalf of the California Collaborative for Educational Excellence ("CCEE"), and Oxnard School District ("DISTRICT"). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as "PARTIES."

Background

The Community Engagement Initiative ("CEI") was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 ("AB 1808"), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the CCEE, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications ("RFA"), the California Department of Education ("CDE") and the CCEE, with approval from the executive director of the State Board of Education ("SBE") selected the San Bernardino County Superintendent of Schools ("SBCSS"), Families In Schools ("FIS"), and the California Association for Bilingual Education ("CABE") as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to co-administer the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and co-facilitate a professional learning network for no less than two years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to co-facilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI's inaugural Peer Leading and Learning Network ("PLLN"). The teams represent Cohort I, including DISTRICT, represented the following school districts:

- » Anaheim Union High School District
- » Azusa Unified School District
- » Cajon Valley Union School District
- » East Side Union High School District
- » Ontario-Montclair School District
- » Oxnard School District

In addition to the school districts identified above, the following Geographic Lead Agencies participated in Cohort I:

- » Shasta County Office of Education
- » Tulare County Office of Education

For the 2020–21 and 2021–22 fiscal years, the California Collaborative for Educational Excellence and the lead agency convened five community engagement professional learning networks. Each of these professional learning networks represent a different region of the state and included community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. These teams accomplished all of the following:

1. Participate in the professional learning network for no less than two years.
2. Engage in open dialogue on issues related to improving local pupil outcomes.
3. Partner with other communities and school districts on improving community engagement.

Each of the professional learning networks convened five community engagement professional learning networks, that included as co-facilitators members of a team that participated in the initial community engagement professional learning network, and selected four to six geographically diverse teams from the applicants solicited.

Each of the professional learning networks established accomplished the following:

1. Deepen the community engagement of the school districts and communities participating in each professional learning network, including the engagement in the protocol developed by Cohort I.
2. Use the metrics developed by Cohort I to measure changes in community engagement in each of the participating communities and school districts.

After a competitive application process, teams from twelve school districts across California were selected to participate in the CEI's Cohort II Peer Leading and Learning Network ("PLLN"). Initially, the twelve school districts included Victor Valley Union High School District, and at present there are eleven school district teams. The teams, including DISTRICT, represent the following school districts:

- » Bakersfield City School District
- » Chino Valley Unified School District
- » Moreno Valley Unified School District
- » Oakland Unified School District
- » Pajaro Valley Unified School District
- » Parlier Unified School District
- » Riverside Unified School District
- » Salinas Union High School District
- » Santa Ana Unified School District
- » Upper Lake Unified School District
- » Val Verde Unified School District

Now collectively Cohort I/II, called "Foundational" districts and networks.

In the 2022-23 fiscal year, teams from 15 Foundational school districts and a Geographic Lead Agency, will continue with the CEI PLLN. The Foundational school districts include four districts and a Geographic Lead Agency from Cohort I (Anaheim Union High School District, Cajon Valley Union School District, Ontario-Montclair School District, Oxnard School District, and Shasta County Office of Education), in addition to the eleven school districts from Cohort II identified above.

The PARTIES hereby agree as follows:

SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be Enforced by DISTRICT

- A. Peer Leading and Learning Network. DISTRICT agrees to participate in the Foundational PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:
- Organizing a team to continue to participate in the Foundational PLLN through June 30, 2023, with a minimum of eight meetings per year (six PLLN Network meetings and two PLLN self-guided

collaborative meetings). DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all 2022-23 DISTRICT TEAM MEMBERS no later than November 1, 2022. All DISTRICT TEAM MEMBERS shall participate in at least 80% of all PLLN meetings.

- If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.
- If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or this AGREEMENT should be terminated. If DISTRICT TEAM misses **two** meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
- Each DISTRICT TEAM is responsible for organizing, planning and holding two PLLN self-guided collaborative meetings that mimic the breadth, depth, topics and time commitment of the six PLLN Network meetings.
- Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
- Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to surveys, focus groups, and reflection documents.
- Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any PLLN meeting.
- Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.
- Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
- Partnering with other communities and school districts on improving community engagement.
- Actively supporting the mission, vision, values, and goals of the PLLN.
- Keeping DISTRICT's governing board regularly informed of the DISTRICT's engagement in the PLLN.
- Providing meeting space at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant.

-
- B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.
- C. Assignment. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.
- D. Conflict of Interest. DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.
- E. Non-Discrimination. Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- F. Insurance Requirements. District shall, at District's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by District and District's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section F is sufficient to protect District for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure District's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

G. Invoicing. To defray some of the costs of DISTRICT TEAM MEMBERS, including parents, guardians, students, community partners, and other non-district employees on the TEAM, participating in the Foundational PLLN meetings, DISTRICT may submit quarterly invoices and supporting documents via email to the CCEE Fiscal Coordinator at ap_ccee@ccee-ca.org pursuant to Section II below. Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the meetings completed during that quarter (e.g., by January 31, 2023 for meetings completed between October 1, 2022, and December 31, 2022). The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the DISTRICT. No payments will be made to the DISTRICT after this period. All invoices shall state the total amount for the invoice. If requested by the Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

For self-guided collaborative meetings each invoice shall be accompanied by:

- (1) Agenda(s) for the self-guided collaborative meeting(s) held in the relevant quarter; and
- (2) A complete list of participants that attended the meeting(s).

The sum of all invoices submitted by DISTRICT for participation in PLLN meetings under this Agreement shall not exceed \$50,000:

DISTRICT Foundational PLLN Activity	Not-to-Exceed
Participation in Foundational PLLN Meetings	\$50,000
Total Not-to-Exceed Amount:	\$50,000

In addition, as set forth in Section III.B below, DISTRICT may also be available for reimbursement of the following specified actual, reasonable, and necessary travel expenses:

- Up to \$3,000 annually, may be available to DISTRICT for CCEE approved mileage reimbursement requests for District Team Members
- Up to \$50,000 annually, may be available to DISTRICT for CCEE approved travel expenses associated with DISTRICT presentation at any pre-approved local/national conference on behalf of the CEI. Requests for presentation at such conferences shall be made using the CCEE CEI Travel Request Form.

The sum of all invoices submitted by DISTRICT for additional costs as per Section III.B below shall not exceed \$53,000:

DISTRICT Additional Costs (CCEE Approval)	Not-to-Exceed
CCEE Approved Travel Mileage Reimbursement	\$3,000
CCEE Approved Travel Expenses – Conference Presentation	\$50,000
Total Not-to-Exceed Amount:	\$53,000

SECTION II: Privileges and Obligations of CCEE/Administrative Agent

- A. Funding. In accordance with the invoicing provisions and requirements set forth in Section I.G. above, CCEE/Administrative Agent shall provide DISTRICT up to \$50,000, for satisfactory participation in the 2022-23 Foundational PLLN meetings (\$6,250 per meeting).

Associated costs of services (e.g., copying and printing) shall be borne by DISTRICT or DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses.

Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT.

It is agreed between the Parties that this total amount may only be amended in writing by mutual agreement of the Parties. DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum.

- B. Additional Costs. Notwithstanding Paragraph A above, CCEE/Administrative Agent shall provide DISTRICT up to \$3,000 annually for actual, reasonable and necessary related travel mileage for identified DISTRICT TEAM MEMBERS to participate in Foundational PLLN meetings as described in Section I.A. and pursuant to the CCEE CEI Travel Guidelines. Reimbursement requests are specific to mileage to and from the in-person PLLN meeting site. Reported mileage is reimbursed at the current internal Revenue Service rate. CCEE/Administrative Agent will offer travel airfare and lodging for DISTRICT TEAM MEMBERS participating in Foundational PLLN meetings as described in Section I.A. Travel arrangements for airfare and lodging must be made pursuant to the CCEE CEI Travel Guidelines and as such, travel expenses outside of the CEI Travel Guidelines will not be reimbursed. Out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements.

Additionally, with prior-approval from the CCEE Assistant Director, DISTRICT may be compensated for presenting on behalf of the CEI at local/national conferences and convenings. Reimbursement for non pre-approved conference presentation expenses will not be accepted. The annual reimbursement for pre-approved conference presentations for the 2022-23 year, shall not exceed \$50,000 (for registration, per-diem meals, and travel/lodging cost).

The sum of all reimbursement payments to DISTRICT pursuant to this paragraph shall not exceed \$53,000 for 2022-23.

- C. Content License. CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION III: Further agreement by all PARTIES

- A. Term. The term of this AGREEMENT shall be from September 1, 2022 through June 30, 2023.

-
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this Agreement.
- C. Independent Contractor. It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT's exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT, but will provide DISTRICT with a statement of payments upon request if necessary.
- D. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.
- E. Termination. Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.
- F. Waiver of Default. Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- G. Force Majeure.
1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.
 2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.
- H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Administrative Agent/CCEE's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.

- I. Notices. All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

<u>DISTRICT</u>	<u>CCEE</u>	<u>Administrative Agent</u>
Oxnard School District Attn: Teresa Ruvalcaba 1051 South A St. Oxnard, CA 93030 truvalcaba@oxnardsd.org	California Collaborative for Educational Excellence Attn: Emma Oh 915 L Street, Suite 1430 Sacramento, CA 95814 ap_ccee@ccee-ca.org	Marin County Office of Education Attn: Iishwara Ryaru 1111 Las Gallinas Avenue San Rafael, CA 94903 iryaru@marinschools.org

D

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have, to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.
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event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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- N. Entire Agreement/Amendment. This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this AGREEMENT. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
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(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Iishwara Ryaru, CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Chris Hartley, Deputy Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

DISTRICT

Signature: _____ Date: _____

Printed Name and Title: **Valerie Mitchell, Interim Asst. Supt., Business & Fiscal Services**

Address: **1051 South A Street**

City: **Oxnard** State: **CA** Zip Code: **93030**

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #22-194– Flewelling & Moody, Inc. (Mitchell/Miller)

Flewelling & Moody, Inc. is providing architectural, planning and engineering services to the Facilities Department for future maintenance projects.

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

FISCAL IMPACT:

Not to Exceed: \$100,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #22-194 with Flewelling & Moody, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-194, Flewelling & Moody Inc. \(10 Pages\)](#)

OSD CONSULTANT SERVICES AGREEMENT #22-194

This AGREEMENT is made and entered into this 1st day of July, in the year 2022 (“EFFECTIVE DATE”), between the Oxnard School District hereinafter referred to as (“DISTRICT”), and Flewelling & Moody, Inc. (hereinafter referred to as “CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural, planning and engineering services for various projects (hereinafter referred to as the “PROJECTS”), located within the DISTRICT; and

WHEREAS, CONSULTANT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT

1. The architectural, planning and/or engineering services and advice to be performed and provided pursuant to this AGREEMENT shall be articulated by project by project proposals that include a narrative of specific services and compensation and incorporated herein by this reference. CONSULTANT and DISTRICT both agree to be bound by all the terms and conditions set forth as they relate to the scope of services and total compensation amounts. All other provisions shall be governed by the terms and conditions of this AGREEMENT. Notwithstanding the above concerning compensation and scope of services, the PARTIES agree that this AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this AGREEMENT and the specific proposals.

2. The CONSULTANT’s services shall include the necessary architectural, planning and/or engineering services necessary to produce reasonably complete and accurate documentation (identified by the schematic, design development and construction, agency approval, and construction phases of documentation) for each project as outline by each proposal.

ARTICLE II

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. CONSULTANT's Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

ARTICLE III TERMINATION

This term of this AGREEMENT started July 1, 2022 ~~through~~ June 30, 2023, and may be terminated by either party upon thirty (30) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT, or if the DISTRICT chooses to postpone or abandon a project, or failure to make payment for services rendered

1. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services, plus a project closeout fee of 10% of the value of the agreed upon fees for that project. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the CONSULTANT.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been affected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

3. This AGREEMENT may be terminated without cause by DISTRICT upon thirty (30) days written notice to the CONSULTANT. in the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services, plus a project closeout fee of 10% of the agreed upon fees.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

5. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

1. The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure of the CONSULTANT to provide the DISTRICT with its PROPERTY within the time detailed herein this section shall be a material breach of this AGREEMENT.

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT \$100,000.00 in accordance with the fee, rate and/or price schedule information set forth each specific proposal or per EXHIBIT "A" for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). CONSULTANT shall invoice costs twice monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECTS. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The

DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control ("Additional Services"). CONSULTANT shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONSULTANT to perform Additional Services which are, in the DISTRICT's discretion, deemed necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such Additional Services. CONSULTANT shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing. Additional Services shall include:

a. Making material revisions in plans, drawings, specifications, reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing plans, drawings, specifications, reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in the specific proposals where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VIII
REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-twentieth (1.15) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of plans, drawings, specifications, reports and/or other documents in excess of the copies provided by this AGREEMENT; and

- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
- c. Furniture and Equipment purchased by the CONSULTANT on behalf of the District

2. Provided that the CONSULTANT obtains the DISTRICT's prior written approval, approved expenses will be reimbursed to the CONSULTANT in accordance with Article VIII. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's written authorization approving the expense(s) incurred for the invoiced item(s). The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any reimbursement shall be valid absent such prior written approval by the DISTRICT.

ARTICLE IX MISCELLANEOUS

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:
 - a. Workers' Compensation. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and
 - b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees, on any such claim or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

- c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.
- d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IX, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- e. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. Owned, non-owned and hired vehicles;
 - 2. Blanket contractual;

3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$2,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in Article IX, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event, CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT,

neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This Agreement shall be terminated on June 30, 2023

15. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

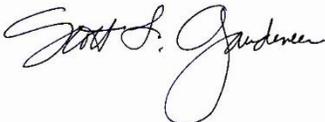
The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT :

DISTRICT:

Flewelling & Moody, Inc.

Oxnard School District



By: _____

By: _____

Scott F. Gaudineer, President

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

June 7, 2022

Date: _____

Date: _____

FLEWELLING & MOODY INC.
SCHEDULE OF BILLING RATES - 2022

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

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

SERVICES AND EXPENSES:

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: December 14, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #22-197-Ventura County Office of Education for Middle School Wellness Centers Expansion (DeGenna/Nocero)

VCOE will provide additional funding to furnish wellness centers with furniture, audio-visual equipment, computer, food and snacks and all program supplies. Activities may include student transportation costs and program communication plan and contracts for speakers/workshops.

Terms of Agreement: August 1, 2022- June 30, 2023

FISCAL IMPACT:

VCOE will provide funding to Oxnard School District in an amount up to \$150,000.00.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-197 with Ventura County Office of Education, to provide support for wellness centers in district middle schools.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-197, VCOE, Wellness Center Expansion \(6 Pages\)](#)

Middle School Wellness Centers District MOU August 1, 2022- June 30, 2023

MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD 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 School District (hereinafter referred to as District)**. This Agreement confirms the District's participation of furnishing Middle School Wellness Centers. Agreement term is August 1, 2022, to June 30, 2023.

PROJECT TITLE: Middle School Wellness Centers

COVID CONDITIONS: Due to the unprecedented operating conditions created by our COVID context, VCOE intends to maximize flexibility related to this funding.

DESCRIPTION OF PROJECT: The purpose of this MOU is to fund a partnership between District and VCOE to provide personnel and peer support services for the purpose of increasing access to mental health services in locations that are easily accessible to students and their families. The Wellness Centers are designed to integrate disparate services from a variety of funding sources and organizations to unify care coordination and service provision through one centralized program and location. Through both on-campus and virtual programming and community-based partnerships, students will receive coordinated health/mental health and other support services to maximize student engagement and success. Services may include mental health screening, intervention, counseling, education, and referrals; crisis intervention; linkages and access to counseling and mental health treatment/services by clinicians and other experts; placement assistance and service planning; coordination with health, educational, and other community services; suicide prevention; drop-out prevention; and outreach to high-risk youth.

The Wellness Center will have at least two designated physical spaces. The first space will house the student Wellness Center and the second space is to enable a confidential space to maintain confidentiality and privacy when providing services to students. The Wellness Center will be open physically at least four (4) hours per day beginning after 12:00 PM or as best determined by District and VCOE. Wellness Center planning/activities will begin within 90 days of Agreement. This would include initiating hiring of staff and announcing the Wellness Center is open and its services.

General services provided on school campuses can include but are not limited to: Suicide prevention; drop-out prevention; placement assistance; and service planning for students in need of ongoing services; and outreach to high-risk youth, including foster youth, youth who identify as LGBTQ+, and youth who have been expelled or suspended from school.

VCOE will:

- Provide District training, coaching, and the coordination of integrated services between District, VCBH, and community-based agencies.

- Provide District ongoing technical assistance for Wellness Center implementation. This shall include collaborative meetings, instruction on coordinated use of integrated student information system, evaluation and data collection, and quarterly program monitoring.
- Schedule/provide training, schedule guest speakers and outside agency presentations, evaluate program services through site visits, and provide data collection and evaluation support.
- Conduct site visits and review site implementation and operations for adherence to the MOU, evaluate program standards and procedures on a regular basis, provide support for Wellness Coordinators as needed, review expenditures and budgets, and conduct monthly staff meetings.
- Coordinate school-based training, workshops, education, and awareness presentations for each school site; provide initial and ongoing continuing education to staff; collect and compile training evaluations and surveys.
- Provide District with Data Tracking Tool to monitor and report all data as required by VCBH.
- Facilitate two bi-yearly (twice a year) Wellness Center Coordinator meetings.
- Meet individually with District quarterly to monitor progress towards goals, identify areas of need, and provide technical assistance.
- Collect District program implementation data and submit to VCBH.
- Fund District to hire a Wellness Center Coordinator.
- Fund District to furnish Wellness Center space and activities. Wellness Centers may be furnished with couches, bean bag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs, and contracts speakers/workshops for the Center.

District will:

- Begin implementation of services to support the Wellness Center within 90 days of Agreement.
- Provide two (2) physical spaces that are easily accessible to students and their families to implement the Wellness Center with opening hours to be minimally four (4) hours per day beginning at 12:00 PM or as determined between District and VCOE.
- Elect to fund staff or contract one (1) part-time staff per Center to serve as the Wellness Center Coordinator.
 - The Wellness Center Coordinator will manage the Wellness Program activities, oversee Mental Health Monthly campaigns, coordinate outreach, screenings, provide linkage to services, collect, and submit data reporting, as well as attend the monthly and quarterly meetings with VCOE. The Wellness Center Coordinator will work in a physical Wellness Center space during hours of operation and be available to VCOE staff for training as needed.
 - *Training and Workshops:* The Wellness Center Coordinator may provide Wellness Peers trainings, meetings, and facilitate students and family outreach. Outreach may be provided to all referred students, with planned programs for families, primary

care providers, employers, and others. The Wellness Center Coordinator will also provide direct education to student, family, and other audiences through lunchtime get-togethers and special events.

- *Identification:* The Wellness Center Coordinator will provide mental health referrals, crisis intervention referrals, and other early intervention services. The Wellness Center Coordinator will screen referred students and will provide linkages to appropriate services for further evaluation, interventions, short-term treatment, crisis intervention, and linkages to mental health resources.
- *Linkage:* The Wellness Center Coordinator will assist in facilitating linkages and ensuring access to school-based and community-based services such as LBGTQ+ support groups, foster youth services, and academic counseling support. Wellness Center Coordinator will facilitate care coordination between school employees (administrators, teachers, nurses, school psychologists, behavior specialists, counselors) and Wellness Center partners.
- *Reporting:* The Wellness Center Coordinator will complete and submit the district-level Data Collection Tool quarterly to VCOE. First quarter data collection reporting will begin July 1, 2022, with final data collection on June 10, 2023. Reporting will be submitted to VCOE on October 10th, January 10th, April 10th, and June 10th. Final quarterly reporting will end June 10, 2023.
- *The Wellness Center Coordinator should have knowledge of:* current prevention practices of health and mental health, and alcohol, tobacco, and other drug prevention; word processing, spreadsheet technologies, and database software applications; diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of participating students and families; operation of a computer and data entry techniques. Preferred education and experience are any combination equivalent to a bachelor's degree in one of the social sciences, vocational education, public administration, business administration, or related field. Experience in alcohol, tobacco, and other drug prevention; health; or mental health related field is desired.
- **OPTIONAL:** Identify, recruit, and train up to ten (10) students per school, annually to serve as the Wellness Peers.
 - The Wellness Peer is a middle school student. Students will be identified and trained each subsequent year. Students should have a minimum grade point average of 3.0, have the willingness to complete training, and possess the ability to communicate effectively to intervene with at-risk students.
 - *Training and Workshops:* Wellness Peers will be trained to refer at-risk students and provide student support. They will be encouraged to participate in educational workshops.
 - *Outreach and Communication:* Wellness Peers may conduct the awareness campaign by leading student assemblies and lunchtime get-togethers, orchestrating events, creating webpage and messaging with updated content each month based on the monthly theme, use proven messaging from national and state awareness campaigns, create posters and other communications on the school campus, create

awareness messaging on approved social media, etc. Wellness Peers will be encouraged to participate in outreach to students who may be experiencing mental health challenges. Wellness Peers will also provide input on each District's Wellness Center.

- Fund and furnish Wellness Center Space and activities. Wellness Centers will be furnished with a couch, beanbag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs, and contracts speakers/workshops for the Center.
- Collect and submit the following data with Data Collection Tool, which includes but is not limited to:
 - Number of students *served* in the Wellness Center.
 - Number of students *screened* in the Wellness Center.
 - Number of students *referred* to the Wellness Center.
 - Number of students referred to school-based *individual* services, school-based *group* services, *community-based* mental health services and other services.
 - Number of calls to the VCBH Crisis Team.
 - Number of students and staff who attend trainings.
 - Number of family Engagement Activities including attendance numbers, title of training and event language.
 - Collection of successes and challenges during the reporting period.
- Ensure Wellness Center Coordinator may meet with Wellness Peers twice per month for ongoing training, Communications, and Center Implementation.
- Attend contract meetings between VCOE and Districts. Meetings will occur twice a year and will include review of the Partnership, quality, new regulations, review program implementation, provide information about program services, and feedback.

Fiscal Responsibilities:

District is expected to expend all funds by June 10, 2023. All items for the Wellness Center must be received and expended on or before June 10, 2023. Carryover and extension of funds will not be considered.

Expend funds as allowable. Examples of allowable budget categories considered for reimbursement by VCOE:

- **Certificated and Classified Salaries**
- **Employee Benefits** (certificated/classified)
- **Other Costs** District will fund and furnish Wellness Center Space and activities. Wellness Centers will be furnished a couch, beanbag chairs, audio-visual equipment, computer, and smartboard, food and snacks, and all program supplies. Activities include staff and peer training supplies, program supplies, food, and snacks.

- Total MOU shall not exceed \$150,000.
- Invoices will be due quarterly:

Covers Expenses for:	Due to VCOE by:
July, August, & September	October 10, 2022
October, November, & December	January 10, 2023
January, February & March	April 10, 2023
April, May, & June	June 10, 2023

- Documentation should include:
 - a. Invoice
 - b. Escape Account Transaction Detail Report (Fiscal 20)
 - 1. Including invoices for orders and delivery confirmation such as packing slips.
 - c. Escape Labor Distribution Summary (Pay 109)
- District must submit final invoices by June 10, 2023. Invoices received after June 10, 2023, **will not be paid.**

Insurance

VCOE and Oxnard 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 Agreement. Should funding for such services not be made available from VCBH, VCOE shall notify LEA and terminate this MOA.

Default

If District defaults in the performance of any term or condition, District must remedy that default by a satisfactory performance within 10 days after receipt of written notice of the default. If the District fails to remedy the default within that time, then VCOE may terminate this contract with a final notice.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

Middle School Wellness Centers District MOU August 1, 2022- June 30, 2023

Authorized District Representative
Valerie Mitchell
Interim Asst. Supt., Business & Fiscal Services

Signature Date

Authorized District Fiscal Representative

Signature Date

Lisa Cline,
VCOE Exec. Director Internal Business Services

Lisa Cline 7-28-22

Signature Date

Misty Key,
VCOE Associate Superintendent

Signature Date

ENCUMBERED \$150,000.00
8/1/22 gm

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section D: Action Items

Consideration of Request for Waiver of the Bond Capacity Limitation and Adoption of Resolution No. 22-13 Authorizing Submission of a General Waiver Request to the State Board of Education (Mitchell/CFW)

The District has obtained voter approvals to issue general obligation bonds for the purpose of financing the construction and improvement of educational facilities in the District in accordance with State law. State law limits the amount of outstanding bonded indebtedness an elementary school district may have as of the time of bond issuance to 1.25% of the taxable property of the school district, unless that provision has been waived by the State Board of Education pursuant to the standard waiver provisions available in the Education Code. In order to issue additional voter-approved bonds in the near future, the District will need to seek a waiver of bonding capacity, seeking revision of the limit from 1.25% to 2.15%, which amount the District's financial advisor projects will be sufficient to issue additional bonds for important facilities projects.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board adopt Resolution #22-13 authorizing submission of a General Waiver Request to the State Board of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-13 \(2 pages\)](#)

[Notice of Public Hearing \(1 page\)](#)

**OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

RESOLUTION NO. 22-13

**RESOLUTION MAKING A DETERMINATION TO SUBMIT A
WAIVER REQUEST TO THE CALIFORNIA STATE BOARD OF
EDUCATION WITH RESPECT TO CERTAIN PROVISIONS OF THE
EDUCATION CODE RELATING TO THE ISSUANCE OF GENERAL
OBLIGATION BONDS AND BONDING CAPACITY, AND
APPROVING RELATED DOCUMENTS AND ACTIONS**

WHEREAS, the Oxnard School District (the "District") has obtained voter approval to issue general obligation bonds pursuant to bond elections held in the District and, pursuant to such approvals, has issued general obligation bonds and refunding general obligation bonds, and anticipates issuing additional voter-approved general obligation bonds pursuant to its existing bond authorizations; and

WHEREAS, certain provisions of the California Education Code provide that general obligation bonds may only be issued if said issuance does not cause a school district to exceed the applicable bonding capacity limitation, which for non-unified school districts including the District, is 1.25% of the taxable property of the school district; and

WHEREAS, the Board of Trustees has examined the current assessed valuations in the District and the District's outstanding general obligation bond indebtedness, and has determined that in order to issue additional bonds and obtain financing for important voter-approved school facilities projects, it is necessary for the District to pursue a waiver of the bonding capacity limit pursuant to the provisions available to it under State law; and

WHEREAS, the Education Code at Section 33050 and following (the "Waiver Law") provides a process whereby the District can, following a public hearing on the matter, seek a waiver of the application of certain provisions of the Education Code, including the provisions with respect to bonding capacity limitations; and

WHEREAS, the District has determined at this time to request from the State Board of Education, pursuant to the Waiver Law, a waiver of the application of certain sections of the California Education Code in connection with the issuance of voter-approved general obligation bonds with respect to its bonding capacity and provide financing for important voter-approved capital school facility projects; and

WHEREAS, as required pursuant to Education Code Section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following public notices by publication and posting;

NOW, THEREFORE, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the Board of Trustees so finds.

Section 2. Determination to File Waiver Request. The Board of Trustees hereby determines that it is in the best interests of the District to apply to the State Board of Education pursuant to the Waiver Law for a waiver of Education Code Section 15268 (the "Bonding Capacity Statute") which requires that the aggregate amount of general obligation bonds issued by the District may not exceed 1.25% of the taxable property of the District as shown by the last equalized assessment of Ventura County in order to provide for the issuance of authorized but unissued bonds. The Superintendent or such officer's designee is hereby authorized to complete, execute and file the waiver request seeking a waiver of the Bonding Capacity Statutes up to an amount of 2.15%, and to complete, file and prepare any applications, certifications or other related forms or necessary documentation with the State Board of Education in the forms required by the State Board of Education, and to take all necessary actions in connection therewith, with the assistance of the District's financial advisor.

Section 3. Official Actions. The President of the Board, the Superintendent, the District's Assistant Superintendent, Business and Fiscal Services and other officers of the District, including interim officials, are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District of the County of Ventura, on December 14, 2022, by the following votes:

AYES:

NOES:

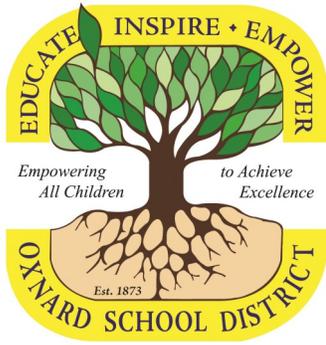
ABSENT:

ABSTAIN:

President of the Board

Attest:

Clerk/Secretary of the Board



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

Oxnard School District Regarding School Bonding Capacity Waiver Request

PLEASE TAKE NOTICE that pursuant to California Education Code Section 33050 that a public hearing will be held at a regular meeting of the Board of Trustees on December 14, 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.

The purpose of said hearing is to receive public comment regarding whether the District should apply to the State Board of Education for a waiver of the 1.25% assessed valuation bonding capacity limit for the purpose of issuing voter-approved general obligation bonds.

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

Posted: VC Star newspaper, District Office & OSD website 11/24/22

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section D: Action Items

Annual Appointment/Re-Appointment of Measure D Citizens' Bond Oversight Committee (Mitchell)

Proposition 39 requires that, within 60 days of the passage of a Bond, the District establish a Citizen's Oversight Committee to review bond expenditures to verify that the bond money is being spent according to the project list on the ballot. The Measure D Citizens' Bond Oversight Committee (CBOC) was established by the Oxnard School District Board of Trustees on January 18, 2017, and is presented herewith for the Board's annual review. Any proposed names for filling future vacancies on the Committee will be brought before the Board for approval as needed.

Mr. Jay, Ms. Maria, Mr. Ray and Ms. Latimer will soon end their term in the Measure D Citizens' Bond Oversight Committee and all have expressed interest in continuing to serve in the committee. Mr. Gaylaird W. Christopher has expressed a willingness to serve in the capacity of Senior Citizens' Organization representative. The administration recommends Mr. Christopher's appointment to the CBOC, and his name is submitted herewith for the Board's consideration. We currently have a vacancy in the Business Organization and Community At-Large and are actively searching for members.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees review the current Measure D CBOC membership, reappoint the existing members of the Committee, and appoint Mr. Gaylaird W. Christopher as a new member of the Committee.

ADDITIONAL MATERIALS:

Attached: [Measure D Citizens' Bond Oversight Committee Membership List \(1 page\)](#)
[Measure D Citizens' Bond Oversight Committee Bylaws \(5 pages\)](#)

OXNARD SCHOOL DISTRICT
MEASURE “D” CITIZENS’ BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS
December 2022

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
<i>vacant</i>	Business Organization		
<i>vacant</i>	Community At-Large		
Christopher, Gaylaird W.	Senior Citizens’ Organization	AARP	December 2024
Jay, John	Taxpayers’ Association	Ventura County Taxpayers’ Association	January 2023
Maria, Alyssa <i>(Committee Chair)</i>	Parent/Guardian	Parent, Soria School	May 2023
Ray, Will Jr.	Parent/ Guardian PTA	Parent, PTA Board Member, McAuliffe School	January 2023
Latimer, Lisa <i>(Committee Vice Chair)</i>	Community At-Large	Former Parent, Soria School; Former PTA & School Site Council Member	January 2023



Measure “D” Citizens’ Bond Oversight Committee

Section 1. Establishment of the Committee. The Oxnard School District (the “District”) anticipates that it will be successful at the election to be conducted on November 8, 2016 (the “Election”) in obtaining authorization from the District’s voters to issue up to \$142,500,000.00 aggregate principal amount of the District’s general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the “Board of Trustees”) hereby establishes the Measure “D” Citizens Bond Oversight Committee (the “Committee”) in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the “Brown Act”) and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District’s expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to bond proceeds generated under the Measure “D” ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee’s review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the following duties:

3.1 Inform the Public. The committee shall inform the public concerning the District’s expenditure of bond proceeds.

3.2 Review Expenditures. The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3.3 Annual Report. The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee’s proceedings and activities for the preceding year.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of construction contracts;
- (b) Approval of construction change orders;
- (c) Appropriation of construction funds;
- (d) Handling of all legal matters;
- (e) Approval of construction plans and schedules;
- (f) Approval of the Deferred Maintenance Plan; and,
- (g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds;
- (b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;
- (c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;
- (e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;
- (f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;
- (g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all “designated employees” of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Bylaws.

5.4 Term. 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.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

- (a) Appropriate local groups will be solicited for applications;
- (b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,
- (c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

- (a) Committee members shall not have the authority to direct staff of the District; and,
- (b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3 **Procedures.** All meetings shall be open to the public in accordance with the Brown Act , Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,
- (d) Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3 **No bond proceeds shall be used to provide District support to the Committee.**

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

Section 11. Termination. The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: December 14, 2022

Agenda Section: Section D: Action Items

Oxnard School District 2022-2023 First Interim Financial Report (Period Ending October 31, 2022) (Mitchell/Crandall Plasencia)

Oxnard School District's 2022-23 First Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on October 31, 2022 year-to-date revenue and expenditures as required by law. A 10.0% reserve reflects the Board's direction in regard to the district's reserve, and exceeds the minimum required reserve for economic uncertainty of 3.0%. Projections indicate maintenance of a 10.0% reserve as well as a positive cash balance, for projection years 2023-24 and 2024-25.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board approve the Oxnard School District 2022-2023 First Interim Report (Period Ending October 31, 2022).

ADDITIONAL MATERIALS:

Attached: [2022-2023 First Interim Financial Report \(133 pages\)](#)
[2022-2023 First Interim Report Presentation \(9 pages\)](#)

2022-2023
First Interim Report
(period ending October 31, 2022)



Board Meeting of
December 14, 2022

Prepared by:
Valerie Mitchell, Interim Assistant Superintendent,
Business and Fiscal Services
and
Mary Crandall Plasencia, Director of Finance

Mission:

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

Vision:

Empowering all children to achieve excellence

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OXNARD SCHOOL DISTRICT

First Interim Report 2022-2023

Education Code 42130 provides that the district submit a First Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending October 31, 2022.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- Enrollment History
- Average Daily Attendance Form
- LCFF Calculation
- Actual and Projected Cash Flow
- General Fund Summary of Changes
- SACS Fund Detail
- School District Criteria & Standards

OTHER FUNDS

The Other Funds of the district are substantially unchanged from that presented in the Adopted Budget.

MULTI-YEAR PROJECTIONS

Beginning on page 91 are the projections for the 2023-24 and 2024-25 fiscal years. The School Services of California Dartboard was used to determine net changes to projected COLA. Current ADA projection models were used to determine projected future ADA. Any changes in the ADA projection model, and corresponding changes in projected ADA, will be reflected at the Second Interim Report.

SUMMARY

Budget updates will occur on a regular basis. The Second Interim Report will be presented to the Board of Trustees by March 15, 2023.

All projections are based upon information available at this point in time and are subject to change as further information becomes available.

RECOMMENDATION

For purpose of meeting the First Interim Reporting Guidelines, it is recommended that the Board accept the First Interim Report as presented and authorize the filing of a Positive Certification with the Ventura County Office of Education.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 14, 2022 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Mary Crandall Plasencia Telephone: 805-385-1501 ext. 2455
Title: Director of Finance E-mail: mcrandallplasencia@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	

S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Longterm Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2021-22) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

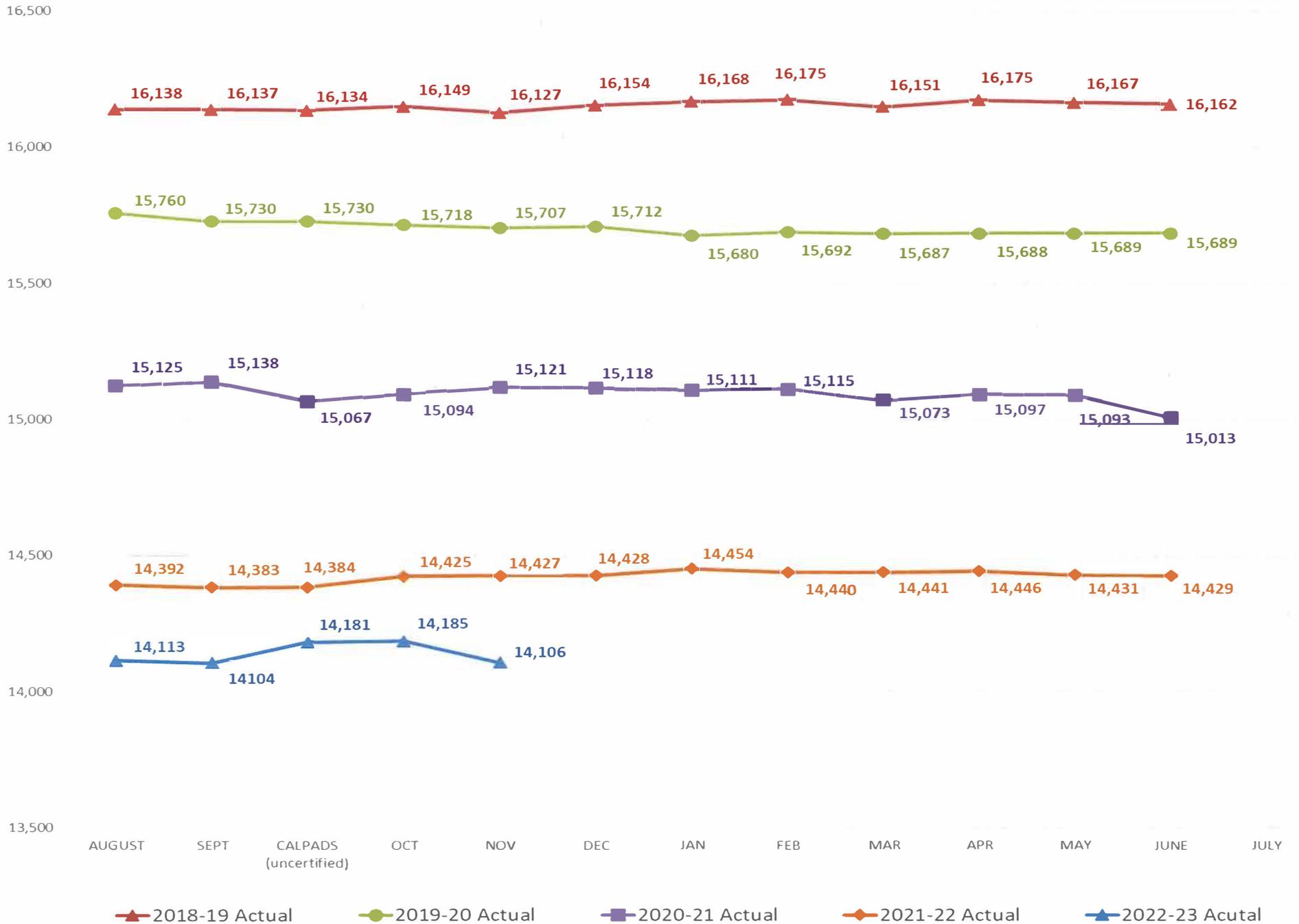
G = General
Ledger Data; S =
Supplemental
Data

Form	Description	Data Supplied For:			
		2022-23 Original Budget	2022-23 Board Approved Operating Budget	2022-23 Actuals to Date	2022-23 Projected Totals
01I	General Fund/County School Service Fund	GS	GS	GS	GS
08I	Student Activity Special Revenue Fund	G	G	G	G
09I	Charter Schools Special Revenue Fund				
10I	Special Education Pass-Through Fund				
11I	Adult Education Fund				
12I	Child Development Fund	G	G	G	G
13I	Cafeteria Special Revenue Fund	G	G	G	G
14I	Deferred Maintenance Fund	G	G	G	G
15I	Pupil Transportation Equipment Fund				
17I	Special Reserve Fund for Other Than Capital Outlay Projects				
18I	School Bus Emissions Reduction Fund				
19I	Foundation Special Revenue Fund				
20I	Special Reserve Fund for Postemployment Benefits				
21I	Building Fund	G	G	G	G
25I	Capital Facilities Fund	G	G	G	G
30I	State School Building Lease-Purchase Fund				
35I	County School Facilities Fund	G	G	G	G

40I	Special Reserve Fund for Capital Outlay Projects				
49I	Capital Project Fund for Blended Component Units				
51I	Bond Interest and Redemption Fund	G	G	G	G
52I	Debt Service Fund for Blended Component Units				
53I	Tax Override Fund				
56I	Debt Service Fund				
57I	Foundation Permanent Fund				
61I	Cafeteria Enterprise Fund				
62I	Charter Schools Enterprise Fund				
63I	Other Enterprise Fund				
66I	Warehouse Revolving Fund				
67I	Self-Insurance Fund				
71I	Retiree Benefit Fund	G	G	G	G
73I	Foundation Private-Purpose Trust Fund				
76I	Warrant/Pass-Through Fund				
95I	Student Body Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ESMOE	Every Student Succeeds Act Maintenance of Effort				G
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund	S	S	S	GS

SIAI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review	S	S	S	S

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



Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	14,517.95	14,517.95	14,754.61	14,754.61	236.66	2.0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	14,517.95	14,517.95	14,754.61	14,754.61	236.66	2.0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	37.09	37.09	37.09	37.09	0.00	0.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	37.09	37.09	37.09	37.09	0.00	0.0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	14,555.04	14,555.04	14,791.70	14,791.70	236.66	2.0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.0%
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.0%
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.0%
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.0%
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.0%
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0.0%
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0.0%
2. Charter School County Program Alternative						
Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.0%
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.0%
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.0%
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0.0%
6. Charter School County Program Alternative						
Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.0%
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.0%
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.0%
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.0%
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.0%
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.0%
f. Total, Charter School Funded County Program ADA						

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.0%
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.0%
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.0%

Oxnard (72538) - FY 2022-23 First Interim	10/31/2022							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
SUMMARY OF FUNDING								
General Assumptions								
COLA & Augmentation	3.26%	0.00%	5.07%	13.26%	5.38%	4.02%	3.72%	3.47%
Base Grant Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
LCFF Entitlement								
Base Grant	\$122,598,419	\$119,273,156	\$125,129,811	\$137,713,682	\$137,792,835	\$134,692,644	\$134,164,422	\$136,129,341
Grade Span Adjustment	5,497,591	5,223,985	5,489,186	5,966,895	5,963,178	5,788,799	5,825,124	5,938,375
Supplemental Grant	22,163,172	21,859,208	23,655,100	26,095,267	25,930,710	25,300,708	25,212,118	25,583,554
Concentration Grant	20,181,527	20,411,306	30,182,785	33,443,810	32,882,031	32,005,185	31,893,119	32,357,343
Add-ons: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077	500,077	500,077	500,077	500,077
Add-ons: Home-to-School Transportation	1,209,393	1,209,393	1,209,393	1,209,393	1,274,458	1,325,691	1,375,007	1,422,720
Add-ons: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
Add-ons: Transitional Kindergarten	-	-	-	1,035,184	1,117,556	1,190,233	1,308,069	1,353,459
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$172,150,179	\$168,477,125	\$186,166,352	\$205,964,308	\$205,460,845	\$200,803,337	\$200,277,936	\$203,284,869
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement	172,150,179	168,477,125	186,166,352	205,964,308	205,460,845	200,803,337	200,277,936	203,284,869
LCFF Entitlement Per ADA	\$ 10,981	\$ 11,049	\$ 12,228	\$ 13,924	\$ 14,630	\$ 15,218	\$ 15,804	\$ 16,358
Components of LCFF By Object Code								
State Aid (Object Code 8011)	\$ 130,205,356	\$ 90,990,499	\$ 96,442,144	\$ 138,462,246	\$ 177,077,173	\$ 172,419,665	\$ 171,894,264	\$ 174,901,197
EPA (for LCFF Calculation purposes)	\$ 12,856,655	\$ 48,520,475	\$ 61,340,536	\$ 39,118,390	\$ -	\$ -	\$ -	\$ -
<i>Local Revenue Sources:</i>								
Property Taxes (Object 8021 to 8089)	\$ 29,088,168	\$ 28,966,151	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672	\$ 28,383,672
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-	-	-	-	-
<i>Property Taxes net of In-Lieu</i>	<i>\$ 29,088,168</i>	<i>\$ 28,966,151</i>	<i>\$ 28,383,672</i>					
TOTAL FUNDING	172,150,179	168,477,125	186,166,352	205,964,308	205,460,845	200,803,337	200,277,936	203,284,869
Basic Aid Status								
Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LCFF Entitlement	172,150,179	168,477,125	186,166,352	205,964,308	205,460,845	200,803,337	200,277,936	203,284,869
SUMMARY OF EPA								
% of Adjusted Revenue Limit - Annual	16.13801139%	82.74488538%	73.31789035%	0.00000000%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
% of Adjusted Revenue Limit - P-2	16.08698870%	70.06785065%	73.31789035%	42.11134218%	0.00000000%	0.00000000%	0.00000000%	0.00000000%
EPA (for LCFF Calculation purposes)	\$ 12,856,655	\$ 48,520,475	\$ 61,340,536	\$ 39,118,390	\$ -	\$ -	\$ -	\$ -
EPA, Current Year (Object Code 8012) (P-2 plus Current Year Accrual)	\$ 12,856,704	\$ 48,520,475	\$ 61,340,536	\$ 39,118,390	\$ -	\$ -	\$ -	\$ -
EPA, Prior Year Adjustment (Object Code 8019) (P-A less Prior Year Accrual)	\$ 193,448.00	\$ 40,648.00	\$ (1,797,390.00)	\$ 13,935.00	\$ -	\$ -	\$ -	\$ -
Accrual (from Data Entry tab)	-	-	-	-	-	-	-	-

Oxnard (72538) - FY 2022-23 First Interim		10/31/2022							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES									
Base Grant (Excludes add-ons for TIG and Transportation)	\$ 128,096,010	\$ 124,497,141	\$ 130,618,997	\$ 143,680,577	\$ 143,756,013	\$ 140,481,443	\$ 139,989,546	\$ 142,067,716	
Supplemental and Concentration Grant funding in the LCAP year	\$ 42,344,699	\$ 42,270,514	\$ 53,837,885	\$ 59,539,077	\$ 58,812,741	\$ 57,305,893	\$ 57,105,237	\$ 57,940,897	
Percentage to Increase or Improve Services	33.06%	33.95%	41.22%	41.44%	40.91%	40.79%	40.79%	40.78%	
SUMMARY OF STUDENT POPULATION									
Unduplicated Pupil Population									
Enrollment	15,727	15,131	14,380	13,912	13,445	12,974	12,712	12,712	
COE Enrollment	54	52	42	42	42	42	42	42	
Total Enrollment	15,781	15,183	14,422	13,954	13,487	13,016	12,754	12,754	
Unduplicated Pupil Count	14,078	13,909	13,032	12,539	12,121	11,706	11,458	11,458	
COE Unduplicated Pupil Count	26	31	22	22	22	22	22	22	
Total Unduplicated Pupil Count	14,104	13,940	13,054	12,561	12,143	11,728	11,480	11,480	
Rolling %, Supplemental Grant	86.5100%	87.7900%	90.5500%	90.8100%	90.1900%	90.0500%	90.0500%	90.0400%	
Rolling %, Concentration Grant	86.5100%	87.7900%	90.5500%	90.8100%	90.1900%	90.0500%	90.0500%	90.0400%	

Oxnard (72538) - FY 2022-23 First Interim		10/31/2022							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
SUMMARY OF LCFF ADA									
Third Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)									
Grades TK-3				6,512.97	6,512.97	5,739.39	5,530.00	5,331.00	5,331.00
Grades 4-6				5,166.20	5,166.20	4,836.68	4,333.00	4,266.00	4,266.00
Grades 7-8				3,504.47	3,504.47	3,318.04	3,076.00	3,042.00	3,042.00
Grades 9-12				-	-	-	-	-	-
LCFF Subtotal				15,183.64	15,183.64	13,894.11	12,939.00	12,639.00	12,639.00
NSS				-	-	-	-	-	-
Combined Subtotal				15,183.64	15,183.64	13,894.11	12,939.00	12,639.00	12,639.00
Second Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)									
Grades TK-3				6,512.97	5,739.39	5,530.00	5,331.00	5,242.00	5,242.00
Grades 4-6				5,166.20	4,836.68	4,333.00	4,266.00	4,114.00	4,114.00
Grades 7-8				3,504.47	3,318.04	3,076.00	3,042.00	2,970.00	2,970.00
Grades 9-12				-	-	-	-	-	-
LCFF Subtotal				15,183.64	13,894.11	12,939.00	12,639.00	12,326.00	12,326.00
NSS				-	-	-	-	-	-
Combined Subtotal				15,183.64	13,894.11	12,939.00	12,639.00	12,326.00	12,326.00
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)									
Grades TK-3	6,854.55	6,512.97	6,512.97	5,739.39	5,530.00	5,331.00	5,242.00	5,301.00	5,301.00
Grades 4-6	5,209.83	5,166.20	5,166.20	4,836.68	4,333.00	4,266.00	4,114.00	4,008.00	4,008.00
Grades 7-8	3,548.36	3,504.47	3,504.47	3,318.04	3,076.00	3,042.00	2,970.00	2,894.00	2,894.00
Grades 9-12	-	-	-	-	-	-	-	-	-
LCFF Subtotal	15,612.74	15,183.64	15,183.64	13,894.11	12,939.00	12,639.00	12,326.00	12,203.00	12,203.00
NSS	-	-	-	-	-	-	-	-	-
Combined Subtotal	15,612.74	15,183.64	15,183.64	13,894.11	12,939.00	12,639.00	12,326.00	12,203.00	12,203.00
Prior 3-Year Average ADA (adjusted for +/- current year charter shift)									
Grades TK-3				6,255.11	5,927.45	5,533.46	5,367.67	5,291.33	5,291.33
Grades 4-6				5,056.36	4,778.63	4,478.56	4,237.67	4,129.33	4,129.33
Grades 7-8				3,442.33	3,299.50	3,145.35	3,029.33	2,968.67	2,968.67
Grades 9-12				-	-	-	-	-	-
LCFF Subtotal				14,753.80	14,005.58	13,157.37	12,634.67	12,389.33	12,389.33
NSS				-	-	-	-	-	-
Combined Subtotal				14,753.80	14,005.58	13,157.37	12,634.67	12,389.33	12,389.33
Current Year Charter Shift ADA for the Hold Harmless and Prior 3-Year Average									
	-	-	-	-	-	-	-	-	-
Current Year ADA									
Grades TK-3	6,512.97	6,512.97	5,406.40	5,530.00	5,331.00	5,242.00	5,301.00	5,301.00	5,301.00
Grades 4-6	5,166.20	5,166.20	4,556.06	4,333.00	4,266.00	4,114.00	4,008.00	4,008.00	4,008.00
Grades 7-8	3,504.47	3,504.47	3,125.53	3,076.00	3,042.00	2,970.00	2,894.00	2,894.00	2,894.00
Grades 9-12	-	-	-	-	-	-	-	-	-
LCFF Subtotal	15,183.64	15,183.64	13,087.99	12,939.00	12,639.00	12,326.00	12,203.00	12,203.00	12,203.00
NSS	-	-	-	-	-	-	-	-	-
Combined Subtotal	15,183.64	15,183.64	13,087.99	12,939.00	12,639.00	12,326.00	12,203.00	12,203.00	12,203.00
Change in LCFF ADA (excludes NSS ADA)	(429.10)	-	(2,095.65)	(955.11)	(300.00)	(313.00)	(123.00)	-	-
	Decline	No Change	Decline	Decline	Decline	Decline	Decline	No Change	No Change

Oxnard (72538) - FY 2022-23 First Interim		10/31/2022						
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
2021-22 Proxy ADA Determination - for School District Calculations only. Funding for charter schools under Section 123 of AB 181 will be allocated outside of the LCFF and apportioned as a one-time categorical funding.								
Yield Calculation								
Total ADA	15,247.96		13,126.38					
Total Enrollment	15,781.00		14,422.00					
Attendance Yield	96.6223%		91.0164%					
Quotient			1.0616					
2021-22 Proxy ADA								
Grades TK-3			5,739.39					
Grades 4-6			4,836.68					
Grades 7-8			3,318.04					
Grades 9-12			-					
Subtotal			13,894.11					
NSS								
Combined Subtotal								
Funded LCFF ADA (greater of current year, prior year or 3-prior year average)								
Grades TK-3	6,854.55	6,512.97	6,512.97	6,255.11	5,927.45	5,533.46	5,367.67	5,291.33
Grades 4-6	5,209.83	5,166.20	5,166.20	5,056.36	4,778.63	4,478.56	4,237.67	4,129.33
Grades 7-8	3,548.36	3,504.47	3,504.47	3,442.33	3,299.50	3,145.35	3,029.33	2,968.67
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	15,612.74	15,183.64	15,183.64	14,753.80	14,005.58	13,157.37	12,634.67	12,389.33
	<i>Prior</i>	<i>Current</i>	<i>Prior</i>	<i>3-PY Average</i>				
Funded NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-	-	-
NPS, CDS, & COE Operated								
Grades TK-3	8.86	8.86	6.25	6.06	6.06	6.06	6.06	6.06
Grades 4-6	20.55	20.55	13.23	11.32	11.32	11.32	11.32	11.32
Grades 7-8	34.91	34.91	21.27	20.52	20.52	20.52	20.52	20.52
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	64.32	64.32	40.75	37.90	37.90	37.90	37.90	37.90
ACTUAL ADA (Current Year Only)								
Grades TK-3	6,521.83	6,521.83	5,412.29	5,536.06	5,337.06	5,248.06	5,307.06	5,307.06
Grades 4-6	5,186.75	5,186.75	4,568.52	4,344.32	4,277.32	4,125.32	4,019.32	4,019.32
Grades 7-8	3,539.38	3,539.38	3,145.57	3,096.52	3,062.52	2,990.52	2,914.52	2,914.52
Grades 9-12	-	-	-	-	-	-	-	-
Total Actual ADA	15,247.96	15,247.96	13,126.38	12,976.90	12,676.90	12,363.90	12,240.90	12,240.90
TOTAL FUNDED ADA								
Grades TK-3	6,863.41	6,521.83	6,519.22	6,261.17	5,933.51	5,539.52	5,373.73	5,297.39
Grades 4-6	5,230.38	5,186.75	5,179.43	5,067.68	4,789.95	4,489.88	4,248.99	4,140.65
Grades 7-8	3,583.27	3,539.38	3,525.74	3,462.85	3,320.02	3,165.87	3,049.85	2,989.19
Grades 9-12	-	-	-	-	-	-	-	-
Total	15,677.06	15,247.96	15,224.39	14,791.70	14,043.48	13,195.27	12,672.57	12,427.23
Funded Difference (Funded ADA less Actual ADA)								
	429.10	-	2,098.01	1,814.80	1,366.58	831.37	431.67	186.33
FUNDED ADA for the Transitional Kindergarten Add-on								
Current Year TK ADA				368.00	377.00	386.00	409.00	409.00

Oxnard (72538) - FY 2022-23 First Interim		10/31/2022							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
PER-ADA FUNDING LEVELS									
Base, Supplemental and Concentration Rate per ADA									
Grades TK-3	\$ 11,314	\$ 11,390	\$ 12,618	\$ 14,312	\$ 15,027	\$ 15,617	\$ 16,198	\$ 16,759	
Grades 4-6	\$ 10,402	\$ 10,472	\$ 11,601	\$ 13,159	\$ 13,816	\$ 14,359	\$ 14,893	\$ 15,409	
Grades 7-8	\$ 10,711	\$ 10,783	\$ 11,944	\$ 13,550	\$ 14,225	\$ 14,785	\$ 15,335	\$ 15,866	
Grades 9-12	\$ 12,736	\$ 12,822	\$ 14,202	\$ 16,111	\$ 16,914	\$ 17,578	\$ 18,233	\$ 18,865	
Base Grants									
Grades TK-3	\$ 7,702	\$ 7,702	\$ 8,093	\$ 9,166	\$ 9,659	\$ 10,047	\$ 10,421	\$ 10,783	
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 9,304	\$ 9,805	\$ 10,199	\$ 10,578	\$ 10,945	
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,095	\$ 10,501	\$ 10,892	\$ 11,270	
Grades 9-12	\$ 9,329	\$ 9,329	\$ 9,802	\$ 11,102	\$ 11,699	\$ 12,169	\$ 12,622	\$ 13,060	
Grade Span Adjustment									
Grades TK-3	\$ 801	\$ 801	\$ 842	\$ 953	\$ 1,005	\$ 1,045	\$ 1,084	\$ 1,121	
Grades 9-12	\$ 243	\$ 243	\$ 255	\$ 289	\$ 304	\$ 316	\$ 328	\$ 340	
Prorated Base, Supplemental and Concentration Rate per ADA									
Grades TK-3	\$ 8,503	\$ 8,503	\$ 8,935	\$ 10,119	\$ 10,664	\$ 11,092	\$ 11,505	\$ 11,904	
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 9,304	\$ 9,805	\$ 10,199	\$ 10,578	\$ 10,945	
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,095	\$ 10,501	\$ 10,892	\$ 11,270	
Grades 9-12	\$ 9,572	\$ 9,572	\$ 10,057	\$ 11,391	\$ 12,003	\$ 12,485	\$ 12,950	\$ 13,400	
Prorated Base Grants									
Grades TK-3	\$ 7,702	\$ 7,702	\$ 8,093	\$ 9,166	\$ 9,659	\$ 10,047	\$ 10,421	\$ 10,783	
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 9,304	\$ 9,805	\$ 10,199	\$ 10,578	\$ 10,945	
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,580	\$ 10,095	\$ 10,501	\$ 10,892	\$ 11,270	
Grades 9-12	\$ 9,329	\$ 9,329	\$ 9,802	\$ 11,102	\$ 11,699	\$ 12,169	\$ 12,622	\$ 13,060	
Prorated Grade Span Adjustment									
Grades TK-3	\$ 801	\$ 801	\$ 842	\$ 953	\$ 1,005	\$ 1,045	\$ 1,084	\$ 1,121	
Grades 9-12	\$ 243	\$ 243	\$ 255	\$ 289	\$ 304	\$ 316	\$ 328	\$ 340	
Supplemental Grant									
	20%	20%	20%	20%	20%	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP									
Grades TK-3	\$ 1,701	\$ 1,701	\$ 1,787	\$ 2,024	\$ 2,133	\$ 2,218	\$ 2,301	\$ 2,381	
Grades 4-6	\$ 1,564	\$ 1,564	\$ 1,643	\$ 1,861	\$ 1,961	\$ 2,040	\$ 2,116	\$ 2,189	
Grades 7-8	\$ 1,610	\$ 1,610	\$ 1,692	\$ 1,916	\$ 2,019	\$ 2,100	\$ 2,178	\$ 2,254	
Grades 9-12	\$ 1,914	\$ 1,914	\$ 2,011	\$ 2,278	\$ 2,401	\$ 2,497	\$ 2,590	\$ 2,680	
Actual - 1.00 ADA, Local UPP as follows:									
	86.51%	87.79%	90.55%	90.81%	90.19%	90.05%	90.05%	90.04%	
Grades TK-3	\$ 1,471	\$ 1,493	\$ 1,618	\$ 1,838	\$ 1,924	\$ 1,998	\$ 2,072	\$ 2,144	
Grades 4-6	\$ 1,353	\$ 1,373	\$ 1,488	\$ 1,690	\$ 1,769	\$ 1,837	\$ 1,905	\$ 1,971	
Grades 7-8	\$ 1,393	\$ 1,413	\$ 1,532	\$ 1,740	\$ 1,821	\$ 1,891	\$ 1,962	\$ 2,030	
Grades 9-12	\$ 1,656	\$ 1,681	\$ 1,821	\$ 2,069	\$ 2,165	\$ 2,249	\$ 2,332	\$ 2,413	
Concentration Grant (>55% population)									
	50%	50%	65%	65%	65%	65%	65%	65%	
Maximum - 1.00 ADA, 100% UPP									
Grades TK-3	\$ 4,252	\$ 4,252	\$ 5,808	\$ 6,577	\$ 6,932	\$ 7,210	\$ 7,478	\$ 7,738	
Grades 4-6	\$ 3,909	\$ 3,909	\$ 5,340	\$ 6,048	\$ 6,373	\$ 6,629	\$ 6,876	\$ 7,114	
Grades 7-8	\$ 4,025	\$ 4,025	\$ 5,498	\$ 6,227	\$ 6,562	\$ 6,826	\$ 7,080	\$ 7,326	
Grades 9-12	\$ 4,786	\$ 4,786	\$ 6,537	\$ 7,404	\$ 7,802	\$ 8,115	\$ 8,418	\$ 8,710	
Actual - 1.00 ADA, Local UPP >55% as follows:									
	31.5100%	32.7900%	35.5500%	35.8100%	35.1900%	35.0500%	35.0500%	35.0400%	
Grades TK-3	\$ 1,340	\$ 1,394	\$ 2,065	\$ 2,355	\$ 2,439	\$ 2,527	\$ 2,621	\$ 2,711	
Grades 4-6	\$ 1,232	\$ 1,282	\$ 1,898	\$ 2,166	\$ 2,243	\$ 2,324	\$ 2,410	\$ 2,493	
Grades 7-8	\$ 1,268	\$ 1,320	\$ 1,954	\$ 2,230	\$ 2,309	\$ 2,392	\$ 2,481	\$ 2,567	
Grades 9-12	\$ 1,508	\$ 1,569	\$ 2,324	\$ 2,651	\$ 2,746	\$ 2,844	\$ 2,950	\$ 3,052	

Oxnard (72538) - FY 2022-23 First Interim	v.23.2c						PY3 v.23.2c						10/31/2022						PY2								
LOCAL CONTROL FUNDING FORMULA												2019-20						2020-21									
LCFF ENTITLEMENT CALCULATION												2019-20						2020-21									
Calculation Factors												COLA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage		COLA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage					
												3.26%		0.00%		86.51%		86.51%		0.00%		0.00%		87.79%		87.79%	
												ADA	Base	Grade Span	Supplemental	Concentration	Total	ADA	Base	Grade Span	Supplemental	Concentration	Total				
Grades TK-3												6,863.41	\$ 7,702	\$ 801	\$ 1,471	\$ 1,340	\$ 77,651,500	6,521.83	\$ 7,702	\$ 801	\$ 1,493	\$ 1,394	\$ 74,283,797				
Grades 4-6												5,230.38	7,818		1,353	1,232	54,408,486	5,186.75	7,818		1,373	1,282	54,317,957				
Grades 7-8												3,583.27	8,050		1,393	1,268	38,380,723	3,539.38	8,050		1,413	1,320	38,165,901				
Grades 9-12												-	9,329	243	1,656	1,508	-	-	9,329	243	1,681	1,569	-				
Subtract Necessary Small School ADA and Funding												-	-	-	-	-	-	-	-	-	-	-	-				
Total Base, Supplemental, and Concentration Grant												\$122,598,419 \$ 5,497,591 \$ 22,163,172 \$ 20,181,527 \$170,440,709						\$119,273,156 \$ 5,223,985 \$ 21,859,208 \$ 20,411,306 \$166,767,655									
NSS Allowance												-	-	-	-	-	-	-	-	-	-	-	-				
TOTAL BASE												15,677.06 \$122,598,419 \$ 5,497,591 \$ 22,163,172 \$ 20,181,527 \$170,440,709						15,247.96 \$119,273,156 \$ 5,223,985 \$ 21,859,208 \$ 20,411,306 \$166,767,655									
ADD ONS:																											
Targeted Instructional Improvement Block Grant												\$ 500,077						\$ 500,077									
Home-to-School Transportation (COLA added commencing 2023-24)												1,209,393						1,209,393									
Small School District Bus Replacement Program (COLA added commencing 2023-24)												-						-									
Transitional Kindergarten (Commencing 2022-23)												-						-									
ECONOMIC RECOVERY TARGET PAYMENT												-						-									
LCFF ENTITLEMENT												\$172,150,179						\$168,477,125									
STATE AID CALCULATION																											
Miscellaneous Adjustments												-						-									
Adjusted LCFF Entitlement												172,150,179						168,477,125									
Local Revenue (including RDA)												(29,088,168)						(28,966,151)									
Gross State Aid												<u>\$143,062,011</u>						<u>\$139,510,974</u>									
MINIMUM STATE AID CALCULATION																											
												12-13 Rate		2019-20 ADA		N/A		12-13 Rate		2020-21 ADA		N/A					
2012-13 RL/Charter Gen BG adjusted for ADA												\$ 5,081.77		15,677.06		\$ 79,667,213		\$ 5,081.77		15,247.96		\$ 77,486,626					
2012-13 NSS Allowance (deficit)												\$ -		-		-		\$ -		-		-					
Minimum State Aid Adjustments												-		-		-		-		-		-					
Less Current Year Property Taxes/In-Lieu												-		-		(29,088,168)		-		-		(28,966,151)					
Subtotal State Aid for Historical RL/Charter General BG												-		-		50,579,045		-		-		48,520,475					
Categorical funding from 2012-13 net of fair share reduction												-		-		17,222,074		-		-		17,222,074					
Charter School Categorical Block Grant adjusted for ADA												-		-		-		-		-		-					
Minimum State Aid Guarantee Before Proration Factor												-		-		67,801,119		-		-		65,742,549					
Proration Factor												-		-		0.00%		-		-		0.00%					
Minimum State Aid Guarantee												-		-		<u>\$ 67,801,119</u>		-		-		<u>\$ 65,742,549</u>					
CHARTER SCHOOL MINIMUM STATE AID OFFSET																											
LCFF Entitlement												-						-									
Minimum State Aid plus Property Taxes including RDA												-						-									
Offset												-						-									
Minimum State Aid Prior to Offset												-						-									
Total Minimum State Aid with Offset												-						-									
GROSS STATE AID												\$143,062,011						\$139,510,974									
ADDITIONAL STATE AID												\$ -						\$ -									
LCFF Entitlement (before COE transfer, Choice & Charter Supplemental)												\$172,150,179						\$168,477,125									
Change Over Prior Year																		-2.13% (3,673,054)									
LCFF Entitlement Per ADA												\$ 10,981						11,049									
Per-ADA Change Over Prior Year																		0.62% 68									
Basic Aid Status (school districts only)												Non-Basic Aid						Non-Basic Aid									
LCFF SOURCES INCLUDING EXCESS TAXES																											
												2019-20				Increase		2020-21									
State Aid												\$130,205,356				-30.12% (39,214,857)		\$ 90,990,499									
Education Protection Account												12,856,655						48,520,475									
Property Taxes Net of In-Lieu Transfers												29,088,168				-0.42% (122,017)		28,966,151									
Charter In-Lieu Taxes												-				0.00%		-									
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)												<u>\$172,150,179</u>				<u>-22.85% (39,336,874)</u>		<u>\$168,477,125</u>									

Oxnard (72538) - FY 2022-23 First Interim	v.23.2c						PY1						v.23.2c						10/31/2022						CY									
LOCAL CONTROL FUNDING FORMULA																		2021-22						2022-23										
LCFF ENTITLEMENT CALCULATION																																		
																		<u>COLA & Augmentation</u>		<u>Base Grant Proration</u>		<u>Unduplicated Pupil Percentage</u>				<u>COLA & Augmentation</u>		<u>Base Grant Proration</u>		<u>Unduplicated Pupil Percentage</u>				
Calculation Factors																		5.07%		0.00%		90.55%		90.55%		13.26%		0.00%		90.81%		90.81%		
																		<u>ADA</u>	<u>Base</u>	<u>Grade Span</u>	<u>Supplemental</u>	<u>Concentration</u>	<u>Total</u>			<u>ADA</u>	<u>Base</u>	<u>Grade Span</u>	<u>Supplemental</u>	<u>Concentration</u>	<u>Total</u>			
Grades TK-3																		6,519.22	\$ 8,093	\$ 842	\$ 1,618	\$ 2,065	\$ 82,258,143			6,261.17	\$ 9,166	\$ 953	\$ 1,838	\$ 2,355	\$ 89,610,878			
Grades 4-6																		5,179.43	8,215		1,488	1,898	60,086,628			5,067.68	9,304		1,690	2,166	66,687,822			
Grades 7-8																		3,525.74	8,458		1,532	1,954	42,112,111			3,462.85	9,580		1,740	2,230	46,920,954			
Grades 9-12																		-	9,802	255	1,821	2,324	-			-	11,102	289	2,069	2,651	-			
Subtract Necessary Small School ADA and Funding																		-					-			-					-			
Total Base, Supplemental, and Concentration Grant																		\$125,129,811	\$ 5,489,186	\$ 23,655,100	\$ 30,182,785	\$184,456,882			\$137,713,682	\$ 5,966,895	\$ 26,095,267	\$ 33,443,810	\$203,219,654					
NSS Allowance																		-					-			-					-			
TOTAL BASE																		<u>15,224.39</u>	<u>\$125,129,811</u>	<u>\$ 5,489,186</u>	<u>\$ 23,655,100</u>	<u>\$ 30,182,785</u>	<u>\$184,456,882</u>			<u>14,791.70</u>	<u>\$137,713,682</u>	<u>\$ 5,966,895</u>	<u>\$ 26,095,267</u>	<u>\$ 33,443,810</u>	<u>\$203,219,654</u>			
ADD ONS:																																		
Targeted Instructional Improvement Block Grant																							\$ 500,077								\$ 500,077			
Home-to-School Transportation (COLA added commencing 2023-24)																							1,209,393								1,209,393			
Small School District Bus Replacement Program (COLA added commencing 2023-24)																							-								-			
Transitional Kindergarten (Commencing 2022-23)																																		1,035,184
ECONOMIC RECOVERY TARGET PAYMENT																																		
LCFF ENTITLEMENT																																		
STATE AID CALCULATION																																		
Miscellaneous Adjustments																							-								-			
Adjusted LCFF Entitlement																							186,166,352								205,964,308			
Local Revenue (including RDA)																							(28,383,672)								(28,383,672)			
Gross State Aid																							\$157,782,680								\$177,580,636			
MINIMUM STATE AID CALCULATION																																		
2012-13 RI/Charter Gen BG adjusted for ADA																								N/A							N/A			
2012-13 NSS Allowance (deficit)																							\$ 77,366,871								\$ 75,168,017			
Minimum State Aid Adjustments																							-								-			
Less Current Year Property Taxes/In-Lieu																							(28,383,672)								(28,383,672)			
Subtotal State Aid for Historical RI/Charter General BG																							48,983,199								46,784,345			
Categorical funding from 2012-13 net of fair share reduction																							17,222,074								17,222,074			
Charter School Categorical Block Grant adjusted for ADA																							-								-			
Minimum State Aid Guarantee Before Proration Factor																							66,205,273								64,006,419			
Proration Factor																							0.00%								0.00%			
Minimum State Aid Guarantee																							\$ 66,205,273								\$ 64,006,419			
CHARTER SCHOOL MINIMUM STATE AID OFFSET																																		
LCFF Entitlement																							-								-			
Minimum State Aid plus Property Taxes including RDA																							-								-			
Offset																							-								-			
Minimum State Aid Prior to Offset																							-								-			
Total Minimum State Aid with Offset																							-								-			
GROSS STATE AID																							\$157,782,680								\$177,580,636			
ADDITIONAL STATE AID																							\$ -								\$ -			
LCFF Entitlement (before COE transfer, Choice & Charter Supplemental)																							\$186,166,352								\$205,964,308			
Change Over Prior Year																				10.50%	17,689,227							10.63%	19,797,956					
LCFF Entitlement Per ADA																							12,228								13,924			
Per-ADA Change Over Prior Year																																		
Basic Aid Status (school districts only)																				10.67%	1,179							13.87%	1,696					
LCFF SOURCES INCLUDING EXCESS TAXES																																		
State Aid																				5.99%	\$ 4,511,645		\$ 96,442,144					43.57%	42,020,102		\$ 138,462,246			
Education Protection Account																							61,340,536								39,118,390			
Property Taxes Net of In-Lieu Transfers																				-2.01%	(582,479)		28,383,672					0.00%	-		28,383,672			
Charter In-Lieu Taxes																				0.00%	-		-					0.00%	-		-			
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)																				2.89%	4,869,166		\$186,166,352					22.57%	42,020,102		\$205,964,308			

Oxnard (72538) - FY 2022-23 First Interim	v.23.2c		CY1			v.23.2c			CY2			
LOCAL CONTROL FUNDING FORMULA						2023-24			2024-25			
LCFF ENTITLEMENT CALCULATION												
Calculation Factors	COLA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage		COLA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage	
	ADA	Base	Grade Span	Supplemental	Concentration	Total	ADA	Base	Grade Span	Supplemental	Concentration	Total
	5.38%		0.00%	90.19%	90.19%		4.02%		0.00%	90.05%	90.05%	
Grades TK-3	5,933.51	\$ 9,659	\$ 1,005	\$ 1,924	\$ 2,439	\$ 89,161,683	5,539.52	\$ 10,047	\$ 1,045	\$ 1,998	\$ 2,527	\$ 86,509,044
Grades 4-6	4,789.95	9,805		1,769	2,243	66,179,734	4,489.88	10,199		1,837	2,324	64,472,105
Grades 7-8	3,320.02	10,095		1,821	2,309	47,227,337	3,165.87	10,501		1,891	2,392	46,806,187
Grades 9-12	-	11,699	304	2,165	2,746	-	-	12,169	316	2,249	2,844	-
Subtract Necessary Small School ADA and Funding	-	-	-	-	-	-	-	-	-	-	-	-
Total Base, Supplemental, and Concentration Grant		\$137,792,835	\$ 5,963,178	\$ 25,930,710	\$ 32,882,031	\$202,568,754		\$134,692,644	\$ 5,788,799	\$ 25,300,708	\$ 32,005,185	\$197,787,336
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL BASE	14,043.48	\$137,792,835	\$ 5,963,178	\$ 25,930,710	\$ 32,882,031	\$202,568,754	13,195.27	\$134,692,644	\$ 5,788,799	\$ 25,300,708	\$ 32,005,185	\$197,787,336
ADD ONS:												
Targeted Instructional Improvement Block Grant						\$ 500,077						\$ 500,077
Home-to-School Transportation (COLA added commencing 2023-24)						1,274,458						1,325,691
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-
Transitional Kindergarten (commencing 2022-23)						1,117,556						1,190,233
ECONOMIC RECOVERY TARGET PAYMENT						-						-
LCFF ENTITLEMENT						\$ 205,460,845						\$ 200,803,337
STATE AID CALCULATION												
Miscellaneous Adjustments						-						-
Adjusted LCFF Entitlement						205,460,845						200,803,337
Local Revenue (including RDA)						(28,383,672)						(28,383,672)
Gross State Aid						\$177,077,173						\$172,419,665
MINIMUM STATE AID CALCULATION												
2012-13 RI/Charter Gen BG adjusted for ADA			12-13 Rate	2023-24 ADA		N/A		12-13 Rate	2024-25 ADA			N/A
2012-13 NSS Allowance (deficit)			\$ 5,081.77	14,043.48		\$ 71,365,735		\$ 5,081.77	13,195.27			\$ 67,055,327
Minimum State Aid Adjustments						-						-
Less Current Year Property Taxes/In-Lieu						(28,383,672)						(28,383,672)
Subtotal State Aid for Historical RI/Charter General BG						42,982,063						38,671,655
Categorical funding from 2012-13 net of fair share reduction						17,222,074						17,222,074
Charter School Categorical Block Grant adjusted for ADA						-						-
Minimum State Aid Guarantee Before Proration Factor						60,204,137						55,893,729
Proration Factor			0.00%			0.00%						0.00%
Minimum State Aid Guarantee						\$ 60,204,137						\$ 55,893,729
CHARTER SCHOOL MINIMUM STATE AID OFFSET												
LCFF Entitlement						-						-
Minimum State Aid plus Property Taxes including RDA						-						-
Offset						-						-
Minimum State Aid Prior to Offset						-						-
Total Minimum State Aid with Offset						-						-
GROSS STATE AID						\$177,077,173						\$172,419,665
ADDITIONAL STATE AID						\$ -						\$ -
LCFF Entitlement (before COE transfer, Choice & Charter Supplemental)						\$205,460,845						\$200,803,337
Change Over Prior Year			-0.24%	(503,463)				-2.27%	(4,657,508)			
LCFF Entitlement Per ADA						14,630						15,218
Per-ADA Change Over Prior Year			5.07%	706				4.02%	588			
Basic Aid Status (school districts only)						Non-Basic Aid						Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES												
State Aid			27.89%	Increase 38,614,927		2023-24 \$177,077,173		-2.63%	Increase (4,657,508)			2024-25 \$172,419,665
Education Protection Account						-						-
Property Taxes Net of In-Lieu Transfers			0.00%	-		28,383,672		0.00%	-			28,383,672
Charter In-Lieu Taxes			0.00%	-		-		0.00%	-			-
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			18.75%	38,614,927		\$205,460,845		-2.27%	(4,657,508)			\$200,803,337

Oxnard (72538) - FY 2022-23 First Interim	v.23.2c					CY3	v.23.2c					CY4		
LOCAL CONTROL FUNDING FORMULA						2025-26						2026-27		
LCFF ENTITLEMENT CALCULATION	COLA & Augmentation					Base Grant Proration	Unduplicated Pupil Percentage							
Calculation Factors	3.72%					0.00%	90.05% 90.05%							
	ADA	Base	Grade Span	Supplemental	Concentration	Total	ADA	Base	Grade Span	Supplemental	Concentration	Total		
Grades TK-3	5,373.73	\$ 10,421	\$ 1,084	\$ 2,072	\$ 2,621	\$ 87,044,631	5,297.39	\$ 10,783	\$ 1,121	\$ 2,144	\$ 2,711	\$ 88,778,574		
Grades 4-6	4,248.99	10,578		1,905	2,410	63,280,339	4,140.65	10,945		1,971	2,493	63,802,484		
Grades 7-8	3,049.85	10,892		1,962	2,481	46,769,813	2,989.19	11,270		2,030	2,567	47,427,555		
Grades 9-12	-	12,622	328	2,332	2,950	-	-	13,060	340	2,413	3,052	-		
Subtract Necessary Small School ADA and Funding	-	-	-	-	-	-	-	-	-	-	-	-		
Total Base, Supplemental, and Concentration Grant		\$134,164,422	\$ 5,825,124	\$ 25,212,118	\$ 31,893,119	\$197,094,783		\$136,129,341	\$ 5,938,375	\$ 25,583,554	\$ 32,357,343	\$200,008,613		
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-		
TOTAL BASE	12,672.57	\$134,164,422	\$ 5,825,124	\$ 25,212,118	\$ 31,893,119	\$197,094,783	12,427.23	\$136,129,341	\$ 5,938,375	\$ 25,583,554	\$ 32,357,343	\$200,008,613		
ADD ONS:														
Targeted Instructional Improvement Block Grant						\$ 500,077						\$ 500,077		
Home-to-School Transportation (COLA added commencing 2023-24)						1,375,007						1,422,720		
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-		
Transitional Kindergarten (Commencing 202223)						1,308,069						1,353,459		
ECONOMIC RECOVERY TARGET PAYMENT						-						-		
LCFF ENTITLEMENT						\$ 200,277,936						\$ 203,284,869		
STATE AID CALCULATION														
Miscellaneous Adjustments						-						-		
Adjusted LCFF Entitlement						200,277,936						203,284,869		
Local Revenue (including RDA)						(28,383,672)						(28,383,672)		
Gross State Aid						\$171,894,264						\$174,901,197		
MINIMUM STATE AID CALCULATION														
							12-13 Rate	2025-26 ADA		12-13 Rate	2026-27 ADA			
2012-13 RI/Charter Gen BG adjusted for ADA							\$ 5,081.77	12,672.57	N/A	\$ 5,081.77	12,427.23	N/A		
2012-13 NSS Allowance (deficit)						-						-		
Minimum State Aid Adjustments						-						-		
Less Current Year Property Taxes/In-Lieu						(28,383,672)						(28,383,672)		
Subtotal State Aid for Historical RI/Charter General BG						36,015,414						34,768,653		
Categorical funding from 2012-13 net of fair share reduction						17,222,074						17,222,074		
Charter School Categorical Block Grant adjusted for ADA						-						-		
Minimum State Aid Guarantee Before Proration Factor						53,237,488						51,990,727		
Proration Factor						0.00%						0.00%		
Minimum State Aid Guarantee						\$ 53,237,488						\$ 51,990,727		
CHARTER SCHOOL MINIMUM STATE AID OFFSET														
LCFF Entitlement						-						-		
Minimum State Aid plus Property Taxes including RDA						-						-		
Offset						-						-		
Minimum State Aid Prior to Offset						-						-		
Total Minimum State Aid with Offset						-						-		
GROSS STATE AID						\$171,894,264						\$174,901,197		
ADDITIONAL STATE AID						\$ -						\$ -		
LCFF Entitlement (before COE transfer, Choice & Charter Supplemental)						\$200,277,936						\$203,284,869		
Change Over Prior Year						-0.26%	(525,401)						1.50%	3,006,933
LCFF Entitlement Per ADA						15,804						16,358		
Per-ADA Change Over Prior Year						3.85%	586						3.51%	554
Basic Aid Status (school districts only)						Non-Basic Aid						Non-Basic Aid		
LCFF SOURCES INCLUDING EXCESS TAXES														
							Increase	2025-26		Increase	2026-27			
State Aid						-0.30%	(525,401)	\$171,894,264		1.75%	3,006,933	\$174,901,197		
Education Protection Account						-						-		
Property Taxes Net of In-Lieu Transfers						0.00%	-	28,383,672		0.00%	-	28,383,672		
Charter In-Lieu Taxes						0.00%	-	-		0.00%	-	-		
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)						-0.26%	(525,401)	\$200,277,936		1.46%	3,006,933	\$203,284,869		

2022-23 Estimated Cash Flow Report as of November 30, 2022 - First Interim Budget

	Actual July	Actual August	Actual Sept	Actual October	Actual November	Estimated December	Estimated January	Estimated February	Estimated March	Estimated April	Estimated May	Estimated June	Total	First Interim Budget
Beg Cash Balance	\$92,808,534	\$83,648,458	\$68,741,310	\$81,534,331	\$84,238,697	\$95,653,513	\$108,549,142	\$111,353,816	\$106,199,236	\$110,838,898	\$136,237,287	\$128,696,061		
Revenue:														
State Apportionment*	\$ 7,080,593	\$ 7,080,593	\$ 12,745,068	\$ 12,745,068	\$ 12,745,068	\$ 12,745,068	\$ 12,745,068	\$ 11,500,000	\$ 11,500,000	\$ 11,500,000	\$ 11,500,000	\$ 14,575,720	\$ 138,462,246	\$ 138,462,246
EPA	\$ -	\$ -	\$ 10,064,112	\$ -	\$ -	\$ 9,038,693	\$ -	\$ -	\$ 9,038,693	\$ -	\$ -	\$ 10,976,892	\$ 39,118,390	\$ 39,118,390
Property Tax	\$ 315,445	\$ 6,473	\$ 126,942	\$ -	\$ 979,372	\$ 13,348,751	\$ 1,351,356	\$ 56,657	\$ 61,844	\$ 10,261,234	\$ 163,924	\$ 1,711,674	\$ 28,383,672	\$ 28,383,672
Apportionment Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,500,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,500,000)	\$ (8,500,000)
Federal	\$ 2,658,519	\$ 335,797	\$ 3,580,405	\$ 4,790,000	\$ 1,097,645	\$ 180,237	\$ 4,354,184	\$ 1,200,000	\$ 1,226,903	\$ 8,163,387	\$ 3,200,000	\$ 6,465,456	\$ 37,252,533	\$ 37,252,533
Other State	\$ 1,324,975	\$ 1,332,875	\$ 4,130,887	\$ 2,387,147	\$ 18,237,991	\$ 4,184,954	\$ 3,334,470	\$ 2,334,200	\$ 5,123,745	\$ 19,331,589	\$ 2,331,589	\$ 15,887,846	\$ 79,942,269	\$ 79,942,269
Local	\$ 1,490,710	\$ 732,960	\$ 1,301,061	\$ 1,747,608	\$ 1,349,815	\$ 1,189,761	\$ 1,148,282	\$ 981,531	\$ 978,420	\$ 980,506	\$ 961,287	\$ 1,844,448	\$ 14,706,388	\$ 14,706,388
Interfund Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 12,870,242	\$ 9,488,698	\$ 31,948,474	\$ 21,669,823	\$ 34,409,892	\$ 32,187,464	\$ 22,933,360	\$ 16,072,388	\$ 27,929,605	\$ 50,236,717	\$ 18,156,799	\$ 51,462,037	\$ 329,365,498	\$ 329,365,498
Expenditures:														
Certificated Salaries	\$ 248,195	\$ 10,295,907	\$ 8,418,275	\$ 8,362,578	\$ 8,528,757	\$ 8,600,000	\$ 8,600,000	\$ 8,600,000	\$ 8,800,000	\$ 8,800,000	\$ 8,800,000	\$ 15,582,430	\$ 103,636,142	\$ 103,636,142
Classified Salaries	\$ 2,001,487	\$ 4,894,471	\$ 4,701,352	\$ 3,026,996	\$ 2,959,446	\$ 2,990,000	\$ 2,990,000	\$ 2,990,000	\$ 2,990,000	\$ 2,990,000	\$ 2,990,000	\$ 3,780,315	\$ 39,304,068	\$ 39,304,068
Benefits	\$ 797,989	\$ 5,134,189	\$ 4,947,171	\$ 4,619,295	\$ 4,662,827	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 4,750,000	\$ 7,229,505	\$ 55,890,975	\$ 55,890,975
Books & Supplies	\$ 58,411	\$ 2,050,819	\$ 682,130	\$ 751,364	\$ 493,313	\$ 383,368	\$ 661,140	\$ 1,082,595	\$ 2,190,033	\$ 3,060,586	\$ 3,507,348	\$ 2,521,206	\$ 17,442,314	\$ 17,442,314
Services & Operating	\$ 717,069	\$ 3,638,719	\$ 2,503,167	\$ 1,722,827	\$ 3,359,578	\$ 3,104,435	\$ 3,806,801	\$ 3,908,643	\$ 4,910,540	\$ 5,572,081	\$ 4,635,539	\$ 9,408,532	\$ 47,287,931	\$ 47,287,931
Capital Outlay	\$ -	\$ -	\$ 13,269	\$ -	\$ 35,162	\$ 18,415	\$ -	\$ 75,000	\$ 188,000	\$ 206,892	\$ 363,568	\$ 3,463,016	\$ 4,363,323	\$ 4,363,323
Other Outgo	\$ 23,880	\$ 23,880	\$ 42,984	\$ 42,984	\$ 52,899	\$ 307,355	\$ 55,076	\$ 446,030	\$ 86,769	\$ 86,769	\$ 126,769	\$ 579,397	\$ 1,874,792	\$ 1,874,792
Total Expenses	\$ 3,847,032	\$ 26,037,984	\$ 21,308,348	\$ 18,526,044	\$ 20,091,982	\$ 20,153,573	\$ 20,863,017	\$ 21,852,268	\$ 23,915,343	\$ 25,466,328	\$ 25,173,225	\$ 42,564,402	\$ 269,799,545	\$ 269,799,545
Net Monthly	\$ 9,023,210	\$ (16,549,286)	\$ 10,640,126	\$ 3,143,779	\$ 14,317,910	\$ 12,033,891	\$ 2,070,344	\$ (5,779,880)	\$ 4,014,262	\$ 24,770,389	\$ (7,016,425)	\$ 8,897,635		
Prior Year Transactions:														
PY Audit Adjustment														
Accounts Receivable	\$ 2,482,646	\$ 1,177,784	\$ 1,269,236	\$ 24,515	\$ 257,917	\$ (30,792)	\$ (3,379)	\$ -	\$ -	\$ 2,900	\$ (10,200)	\$ 620,500	\$ 5,791,127	\$ -
Accounts Payable*	\$ 20,665,931	\$ (464,353)	\$ (883,659)	\$ 463,927	\$ 3,161,010	\$ (892,529)	\$ (737,709)	\$ (625,300)	\$ (625,400)	\$ (625,100)	\$ 514,600	\$ (2,985,425)	\$ 16,965,992	\$ -
Net Prior Year	\$ (18,183,285)	\$ 1,642,137	\$ 2,152,895	\$ (439,412)	\$ (2,903,093)	\$ 861,738	\$ 734,330	\$ 625,300	\$ 625,400	\$ 628,000	\$ (524,800)	\$ 3,605,925	\$ (11,174,866)	\$ -
Net Monthly Increase/(Decrease)*	\$ (9,160,075)	\$ (14,907,148)	\$ 12,793,021	\$ 2,704,366	\$ 11,414,816	\$ 12,895,628	\$ 2,804,674	\$ (5,154,580)	\$ 4,639,662	\$ 25,398,389	\$ (7,541,225)	\$ 12,503,560		
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Ending Cash	\$83,648,458	\$68,741,310	\$81,534,331	\$84,238,697	\$95,653,513	\$108,549,142	\$111,353,816	\$106,199,236	\$110,838,898	\$136,237,287	\$128,696,061	\$141,199,621		

**2022-23 General Fund Summary Comparison
Explanation of Changes from Original Budget**

	Original Budget	1st Interim	Difference	Explanation
REVENUE:				
LCFF Funding	\$ 189,385,327	\$ 197,464,308	\$ 8,078,981	Increases due to (1) augmented COLA of 13.26%, (2) COVID-19 ADA relief for 2021-22, and (3) increase in Home-to-School Transportation funding.
Federal Revenue	\$ 18,408,818	\$ 37,252,533	\$ 18,843,715	Recognition of Federal carryover funding in Title programs and ESSER.
Other State Revenue	\$ 20,030,442	\$ 79,942,269	\$ 59,911,827	Increases due to (1) increase in Expanded Learning Opportunities Program, (2) new Arts, Music, & Instructional Materials grant, (3) new Learning Recovery Emergency grant, (4) increase in Special Education funding, and (5) new Literacy Coaches & Reading Specialists grant.
Other Local Revenue	\$ 13,401,393	\$ 14,706,388	\$ 1,304,995	Increase in local SELPA Special Education funding.
Total Change in Revenue			\$ 88,139,518	
EXPENDITURES:				
Certificated Salaries	\$ 97,309,058	\$ 103,636,142	\$ 6,327,084	Increases in Certificated and Classified salaries and benefits is due to budgeting of staffing costs in new programs, such as ELOP and Literacy Coaches. These increases are also impacted by salary increases agreed upon at the end of Fiscal Year 2021-22.
Classified Salaries	\$ 33,348,877	\$ 39,304,068	\$ 5,955,191	
Employee Benefits	\$ 54,031,112	\$ 55,890,975	\$ 1,859,863	
Books & Supplies	\$ 14,991,250	\$ 17,442,314	\$ 2,451,064	Increases in Supplies, Services & Operating Expenses, and Capital Outlay are due to budgeting of costs in new programs, such as ELOP and Literacy Coaches.
Services & Other Operating Expenses	\$ 40,923,131	\$ 47,287,931	\$ 6,364,800	
Capital Outlay	\$ 665,511	\$ 4,363,323	\$ 3,697,812	
Total Change in Expenditures			\$ 26,655,814	

2022-23 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	189,385,327.00	189,385,327.00	50,164,293.98	197,464,308.00	8,078,981.00	4.3%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,764,041.00	2,764,041.00	477,049.70	2,764,041.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,429,394.00	1,456,394.00	1,409,343.30	1,522,733.00	66,339.00	4.6%
5) TOTAL, REVENUES			193,578,762.00	193,605,762.00	52,050,686.98	201,751,082.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	71,376,112.00	71,376,112.00	19,290,383.30	73,460,118.00	(2,084,006.00)	-2.9%
2) Classified Salaries		2000-2999	17,061,288.00	17,061,288.00	6,886,349.12	21,881,311.00	(4,820,023.00)	-28.3%
3) Employee Benefits		3000-3999	35,657,060.00	35,657,060.00	9,952,587.06	36,286,463.00	(629,393.00)	-1.8%
4) Books and Supplies		4000-4999	8,100,022.00	8,127,022.00	1,322,894.97	10,673,727.00	(2,546,705.00)	-31.3%
5) Services and Other Operating Expenditures		5000-5999	16,707,508.00	16,707,508.00	4,203,754.25	18,172,449.00	(1,464,941.00)	-8.8%
6) Capital Outlay		6000-6999	10,000.00	10,000.00	0.00	44,987.00	(34,987.00)	-349.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	520,000.00	520,000.00	133,728.00	520,000.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,804,976.00)	(1,804,976.00)	0.00	(3,442,430.00)	1,637,454.00	-90.7%
9) TOTAL, EXPENDITURES			147,627,014.00	147,654,014.00	41,789,696.70	157,596,615.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			45,951,748.00	45,951,748.00	10,260,990.28	44,154,467.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(44,522,969.00)	(44,522,969.00)	0.00	(45,367,885.00)	(844,916.00)	1.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			(44,522,969.00)	(44,522,969.00)	0.00	(45,367,885.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,428,779.00	1,428,779.00	10,260,990.28	(1,213,418.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	75,490,110.00	75,490,110.00		59,638,178.00	(15,851,932.00)	-21.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			75,490,110.00	75,490,110.00		59,638,178.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			75,490,110.00	75,490,110.00		59,638,178.00		
2) Ending Balance, June 30 (E + F1e)			76,918,889.00	76,918,889.00		58,424,760.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	52,432,152.00	52,432,152.00		31,324,805.00		
Student Transportation/Bus Replacement	0000	9760	1,000,000.00					
Technology Device Refresh	0000	9760	3,000,000.00					
Instructional Materials Adoptions	0000	9760	2,000,000.00					
Building Maintenance One-Time Funds	0000	9760	1,564,000.00					
Pandemic Learning and Recovery	0000	9760	20,501,415.00					
Financial Stability Reserve	0000	9760	24,366,737.00					
Student Transportation/Bus Replacement	0000	9760		1,000,000.00				
Technology Device Refresh	0000	9760		3,000,000.00				
Instructional Materials Adoption	0000	9760		2,000,000.00				
Building Maintenance One-Time Funds	0000	9760		1,564,000.00				
Pandemic Learning and Recovery	0000	9760		20,501,415.00				
Financial Stability Reserve	0000	9760		24,366,737.00				
Student Transportation/Bus Replacement	0000	9760				1,000,000.00		
Technology Device Refresh	0000	9760				3,000,000.00		
Instructional Materials Adoptions	0000	9760				2,000,000.00		
Building Maintenance One-Time Funds	0000	9760				1,564,000.00		
Financial Stability Reserve	0000	9760				23,760,805.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	24,366,737.00	24,366,737.00		26,979,955.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	126,198,909.00	126,198,909.00	39,651,322.00	138,462,246.00	12,263,337.00	9.7%
Education Protection Account State Aid - Current Year		8012	36,375,527.00	36,375,527.00	10,064,112.00	39,118,390.00	2,742,863.00	7.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	158,930.00	158,930.00	0.00	158,930.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,396.00	6,396.00	5,677.41	6,396.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	24,720,431.00	24,720,431.00	0.00	25,842,227.00	1,121,796.00	4.5%
Unsecured Roll Taxes		8042	523,350.00	523,350.00	0.00	523,350.00	0.00	0.0%
Prior Years' Taxes		8043	82,320.00	82,320.00	59,612.54	82,320.00	0.00	0.0%
Supplemental Taxes		8044	663,333.00	663,333.00	267,538.62	663,333.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	243,715.00	243,715.00	116,031.41	243,715.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,912,416.00	1,912,416.00	0.00	863,401.00	(1,049,015.00)	-54.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			190,885,327.00	190,885,327.00	50,164,293.98	205,964,308.00	15,078,981.00	7.9%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(1,500,000.00)	(1,500,000.00)	0.00	(8,500,000.00)	(7,000,000.00)	466.7%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			189,385,327.00	189,385,327.00	50,164,293.98	197,464,308.00	8,078,981.00	4.3%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
ROC/P Entitlement								
Prior Years	6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	502,729.00	502,729.00	0.00	502,729.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,251,312.00	2,251,312.00	477,049.70	2,251,312.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	10,000.00	10,000.00	0.00	10,000.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,764,041.00	2,764,041.00	477,049.70	2,764,041.00	0.00	0.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	2,000.00	2,000.00	3,415.50	2,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%

2022-23 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Leases and Rentals		8650	155,000.00	155,000.00	97,663.77	155,000.00	0.00	0.0%
Interest		8660	180,000.00	180,000.00	163,203.24	180,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	1,092,394.00	1,119,394.00	1,145,060.79	1,185,733.00	66,339.00	5.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,429,394.00	1,456,394.00	1,409,343.30	1,522,733.00	66,339.00	4.6%
TOTAL, REVENUES			193,578,762.00	193,605,762.00	52,050,686.98	201,751,082.00	8,145,320.00	4.2%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	59,470,691.00	59,470,691.00	15,311,830.72	62,199,780.00	(2,729,089.00)	-4.6%
Certificated Pupil Support Salaries		1200	5,839,043.00	5,839,043.00	1,926,135.89	4,676,131.00	1,162,912.00	19.9%
Certificated Supervisors' and Administrators' Salaries		1300	6,043,378.00	6,043,378.00	2,023,273.52	6,553,304.00	(509,926.00)	-8.4%
Other Certificated Salaries		1900	23,000.00	23,000.00	29,143.17	30,903.00	(7,903.00)	-34.4%
TOTAL, CERTIFICATED SALARIES			71,376,112.00	71,376,112.00	19,290,383.30	73,460,118.00	(2,084,006.00)	-2.9%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,188,546.00	1,188,546.00	600,734.30	2,274,569.00	(1,086,023.00)	-91.4%
Classified Support Salaries		2200	1,464,146.00	1,464,146.00	672,067.17	4,224,893.00	(2,760,747.00)	-188.6%
Classified Supervisors' and Administrators' Salaries		2300	1,625,842.00	1,625,842.00	649,553.97	1,829,347.00	(203,505.00)	-12.5%
Clerical, Technical and Office Salaries		2400	8,257,010.00	8,257,010.00	3,453,241.12	8,793,088.00	(536,078.00)	-6.5%
Other Classified Salaries		2900	4,525,744.00	4,525,744.00	1,510,752.56	4,759,414.00	(233,670.00)	-5.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, CLASSIFIED SALARIES			17,061,288.00	17,061,288.00	6,886,349.12	21,881,311.00	(4,820,023.00)	-28.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	12,642,805.00	12,642,805.00	3,489,299.34	12,764,880.00	(122,075.00)	-1.0%
PERS		3201-3202	4,800,339.00	4,800,339.00	1,557,091.72	5,697,900.00	(897,561.00)	-18.7%
OASDI/Medicare/Alternative		3301-3302	2,317,869.00	2,317,869.00	821,244.20	2,709,607.00	(391,738.00)	-16.9%
Health and Welfare Benefits		3401-3402	10,933,052.00	10,933,052.00	2,752,123.02	10,136,744.00	796,308.00	7.3%
Unemployment Insurance		3501-3502	410,917.00	410,917.00	127,168.02	446,395.00	(35,478.00)	-8.6%
Workers' Compensation		3601-3602	1,698,338.00	1,698,338.00	466,480.85	1,654,512.00	43,826.00	2.6%
OPEB, Allocated		3701-3702	2,840,521.00	2,840,521.00	736,976.79	2,874,212.00	(33,691.00)	-1.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,219.00	13,219.00	2,203.12	2,203.00	11,016.00	83.3%
TOTAL, EMPLOYEE BENEFITS			35,657,060.00	35,657,060.00	9,952,587.06	36,286,453.00	(629,393.00)	-1.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,000,000.00	2,000,000.00	0.00	2,000,000.00	0.00	0.0%
Books and Other Reference Materials		4200	888,229.00	888,229.00	26,781.20	939,196.00	(50,967.00)	-5.7%
Materials and Supplies		4300	4,458,768.00	4,465,768.00	1,155,797.73	6,977,624.00	(2,511,856.00)	-56.2%
Noncapitalized Equipment		4400	753,025.00	773,025.00	140,316.04	756,907.00	16,118.00	2.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			8,100,022.00	8,127,022.00	1,322,894.97	10,673,727.00	(2,546,705.00)	-31.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	4,549,190.00	4,549,190.00	869,283.19	4,549,190.00	0.00	0.0%
Travel and Conferences		5200	447,734.00	447,734.00	113,113.62	627,912.00	(180,178.00)	-40.2%
Dues and Memberships		5300	130,450.00	130,450.00	32,625.10	128,688.00	1,762.00	1.4%
Insurance		5400-5450	1,810,000.00	1,810,000.00	1,143,701.00	2,288,368.00	(478,368.00)	-26.4%
Operations and Housekeeping Services		5500	3,102,000.00	3,102,000.00	1,035,604.27	3,352,500.00	(250,500.00)	-8.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	774,496.00	774,496.00	125,226.17	787,272.00	(12,776.00)	-1.6%
Transfers of Direct Costs		5710	(266,978.00)	(266,978.00)	(11,276.96)	(429,075.00)	162,097.00	-60.7%
Transfers of Direct Costs - Interfund		5750	(139,200.00)	(139,200.00)	(362.37)	2,410.00	(141,610.00)	101.7%
Professional/Consulting Services and Operating Expenditures		5800	5,653,886.00	5,653,886.00	778,057.72	6,203,233.00	(549,347.00)	-9.7%
Communications		5900	645,930.00	645,930.00	117,782.51	661,951.00	(16,021.00)	-2.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			16,707,508.00	16,707,508.00	4,203,754.25	18,172,449.00	(1,464,941.00)	-8.8%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	39,987.00	(39,987.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	10,000.00	10,000.00	0.00	5,000.00	5,000.00	50.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			10,000.00	10,000.00	0.00	44,987.00	(34,987.00)	-349.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Payments to County Offices		7142	500,000.00	500,000.00	133,728.00	500,000.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			520,000.00	520,000.00	133,728.00	520,000.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(1,100,748.00)	(1,100,748.00)	0.00	(3,015,562.00)	1,914,814.00	-174.0%
Transfers of Indirect Costs - Interfund		7350	(704,228.00)	(704,228.00)	0.00	(426,868.00)	(277,360.00)	39.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,804,976.00)	(1,804,976.00)	0.00	(3,442,430.00)	1,637,454.00	-90.7%
TOTAL, EXPENDITURES			147,627,014.00	147,654,014.00	41,789,696.70	157,596,615.00	(9,942,601.00)	-6.7%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%

2022-23 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(44,522,969.00)	(44,522,969.00)	0.00	(45,367,885.00)	(844,916.00)	1.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(44,522,969.00)	(44,522,969.00)	0.00	(45,367,885.00)	(844,916.00)	1.9%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(44,522,969.00)	(44,522,969.00)	0.00	(45,367,885.00)	(844,916.00)	1.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	18,408,818.00	18,408,818.00	11,364,720.55	37,252,533.00	18,843,715.00	102.4%
3) Other State Revenue		8300-8599	17,266,401.00	17,266,401.00	8,698,834.99	77,178,228.00	59,911,827.00	347.0%
4) Other Local Revenue		8600-8799	11,971,999.00	12,007,136.00	3,862,994.49	13,183,655.00	1,176,519.00	9.8%
5) TOTAL, REVENUES			47,647,218.00	47,682,355.00	23,926,550.03	127,614,416.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	25,932,946.00	25,932,946.00	8,034,571.60	30,176,024.00	(4,243,078.00)	-16.4%
2) Classified Salaries		2000-2999	16,287,589.00	16,287,589.00	7,737,957.83	17,422,757.00	(1,135,168.00)	-7.0%
3) Employee Benefits		3000-3999	18,374,052.00	18,374,052.00	5,546,056.48	19,604,522.00	(1,230,470.00)	-6.7%
4) Books and Supplies		4000-4999	7,546,228.00	7,896,160.00	2,219,829.29	6,768,587.00	1,127,573.00	14.3%
5) Services and Other Operating Expenditures		5000-5999	24,360,623.00	24,361,073.00	4,378,027.48	29,115,482.00	(4,754,409.00)	-19.5%
6) Capital Outlay		6000-6999	656,511.00	656,511.00	13,269.05	4,318,336.00	(3,661,825.00)	-557.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,781,660.00	1,781,660.00	0.00	1,781,660.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	1,100,748.00	1,100,748.00	0.00	3,015,562.00	(1,914,814.00)	-174.0%
9) TOTAL, EXPENDITURES			96,040,357.00	96,390,739.00	27,929,711.73	112,202,930.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(48,393,139.00)	(48,708,384.00)	(4,003,161.70)	15,411,486.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	44,522,969.00	44,522,969.00	0.00	45,367,885.00	844,916.00	1.9%
4) TOTAL, OTHER FINANCING SOURCES/USES			44,522,969.00	44,522,969.00	0.00	45,367,885.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,870,170.00)	(4,185,415.00)	(4,003,161.70)	60,779,371.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	17,866,511.00	17,866,511.00		23,020,599.00	5,154,088.00	28.8%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			17,866,511.00	17,866,511.00		23,020,599.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			17,866,511.00	17,866,511.00		23,020,599.00		
2) Ending Balance, June 30 (E + F1e)			13,996,341.00	13,681,096.00		83,799,970.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	13,996,341.00	13,681,096.00		83,799,970.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,020,889.00	3,020,889.00	0.00	2,961,060.00	(59,829.00)	-2.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Special Education Discretionary Grants		8182	139,449.00	139,449.00	0.00	1,053,416.00	913,967.00	655.4%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	4,083,155.00	4,083,155.00	1,928,117.00	5,572,054.00	1,488,899.00	36.5%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	350,000.00	350,000.00	326,091.00	919,122.00	569,122.00	162.6%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	3,602.00	16,630.00	16,630.00	New
Title III, Part A, English Learner Program	4203	8290	1,173,475.00	1,173,475.00	440,371.00	1,847,494.00	674,019.00	57.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	515,000.00	515,000.00	180,671.00	922,422.00	407,422.00	79.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	9,126,850.00	9,126,850.00	8,485,868.55	23,960,335.00	14,833,485.00	162.5%
TOTAL, FEDERAL REVENUE			18,408,818.00	18,408,818.00	11,364,720.55	37,252,533.00	18,843,715.00	102.4%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	388,311.00	388,311.00	115,858.00	413,783.00	25,472.00	6.6%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	(2,806.59)	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00		
Lottery - Unrestricted and Instructional Materials		8560	897,762.00	897,762.00	518,584.58	897,762.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	3,681,717.00	0.00	4,822,718.00	1,141,001.00	31.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	12,298,611.00	12,298,611.00	8,067,199.00	71,043,965.00	58,745,354.00	477.7%
TOTAL, OTHER STATE REVENUE			17,266,401.00	17,266,401.00	8,698,834.99	77,178,228.00	59,911,827.00	347.0%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	85,663.32	85,664.00	85,664.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	676,661.00	711,798.00	278,075.17	571,879.00	(139,919.00)	-19.7%
Tuition		8710	28,772.00	28,772.00	0.00	28,772.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	11,266,566.00	11,266,566.00	3,499,256.00	12,497,340.00	1,230,774.00	10.9%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,971,999.00	12,007,136.00	3,862,994.49	13,183,655.00	1,176,519.00	9.8%
TOTAL, REVENUES			47,647,218.00	47,682,355.00	23,926,550.03	127,614,416.00	79,932,061.00	167.6%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	16,074,892.00	16,074,892.00	4,768,540.56	16,901,666.00	(826,774.00)	-5.1%
Certificated Pupil Support Salaries		1200	6,717,687.00	6,717,687.00	2,079,897.34	8,999,383.00	(2,281,696.00)	-34.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,815,930.00	1,815,930.00	758,065.76	2,169,627.00	(353,697.00)	-19.5%
Other Certificated Salaries		1900	1,324,437.00	1,324,437.00	428,067.94	2,105,348.00	(780,911.00)	-59.0%
TOTAL, CERTIFICATED SALARIES			25,932,946.00	25,932,946.00	8,034,571.60	30,176,024.00	(4,243,078.00)	-16.4%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	8,267,768.00	8,267,768.00	2,440,454.01	8,106,890.00	160,878.00	1.9%
Classified Support Salaries		2200	5,161,375.00	5,161,375.00	3,758,284.54	5,786,652.00	(625,277.00)	-12.1%
Classified Supervisors' and Administrators' Salaries		2300	742,364.00	742,364.00	418,507.35	918,870.00	(176,506.00)	-23.8%
Clerical, Technical and Office Salaries		2400	1,811,803.00	1,811,803.00	966,107.00	2,192,209.00	(380,406.00)	-21.0%
Other Classified Salaries		2900	304,279.00	304,279.00	154,604.93	418,136.00	(113,857.00)	-37.4%
TOTAL, CLASSIFIED SALARIES			16,287,589.00	16,287,589.00	7,737,957.83	17,422,757.00	(1,135,168.00)	-7.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	4,698,208.00	4,698,208.00	1,370,791.77	5,724,872.00	(1,026,664.00)	-21.9%
PERS		3201-3202	4,376,546.00	4,376,546.00	1,579,291.72	4,777,247.00	(400,701.00)	-9.2%
OASDI/Medicare/Alternative		3301-3302	1,606,543.00	1,606,543.00	717,394.53	1,818,219.00	(211,676.00)	-13.2%
Health and Welfare Benefits		3401-3402	5,183,592.00	5,183,592.00	1,229,010.44	5,152,534.00	31,058.00	0.6%
Unemployment Insurance		3501-3502	201,863.00	201,863.00	76,698.42	233,225.00	(31,362.00)	-15.5%
Workers' Compensation		3601-3602	834,063.00	834,063.00	280,959.14	856,007.00	(21,944.00)	-2.6%
OPEB, Allocated		3701-3702	1,473,237.00	1,473,237.00	291,898.93	1,042,406.00	430,831.00	29.2%
OPEB, Active Employees		3751-3752	0.00	0.00	11.53	12.00	(12.00)	New
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			18,374,052.00	18,374,052.00	5,546,056.48	19,604,522.00	(1,230,470.00)	-6.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	700,000.00	700,000.00	172,379.26	592,955.00	107,045.00	15.3%
Books and Other Reference Materials		4200	141,163.00	141,163.00	69,266.91	282,715.00	(141,552.00)	-100.3%
Materials and Supplies		4300	6,240,805.00	6,590,737.00	1,235,184.31	5,086,471.00	1,504,266.00	22.8%
Noncapitalized Equipment		4400	434,260.00	434,260.00	742,998.81	795,390.00	(361,130.00)	-83.2%
Food		4700	30,000.00	30,000.00	0.00	11,056.00	18,944.00	63.1%
TOTAL, BOOKS AND SUPPLIES			7,546,228.00	7,896,160.00	2,219,829.29	6,768,587.00	1,127,573.00	14.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	18,035,635.00	18,035,635.00	1,666,923.30	16,132,001.00	1,903,634.00	10.6%
Travel and Conferences		5200	522,333.00	522,333.00	80,087.54	1,014,119.00	(491,786.00)	-94.2%
Dues and Memberships		5300	6,575.00	6,575.00	2,783.00	9,565.00	(2,990.00)	-45.5%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	5,500.00	5,500.00	810.00	6,500.00	(1,000.00)	-18.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	267,680.00	267,680.00	46,750.62	357,570.00	(89,890.00)	-33.6%
Transfers of Direct Costs		5710	266,978.00	266,978.00	11,276.96	429,075.00	(162,097.00)	-60.7%
Transfers of Direct Costs - Interfund		5750	139,200.00	139,200.00	0.00	56,200.00	83,000.00	59.6%
Professional/Consulting Services and Operating Expenditures		5800	5,091,227.00	5,091,677.00	2,351,631.75	11,084,057.00	(5,992,380.00)	-117.7%
Communications		5900	25,495.00	25,495.00	217,764.31	26,395.00	(900.00)	-3.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			24,360,623.00	24,361,073.00	4,378,027.48	29,115,482.00	(4,754,400.00)	-19.5%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	55,000.00	(55,000.00)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	3,000,000.00	(3,000,000.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	656,511.00	656,511.00	13,269.05	1,263,336.00	(606,825.00)	-92.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			656,511.00	656,511.00	13,269.05	4,318,336.00	(3,661,825.00)	-557.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,781,660.00	1,781,660.00	0.00	1,781,660.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,781,660.00	1,781,660.00	0.00	1,781,660.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	1,100,748.00	1,100,748.00	0.00	3,015,562.00	(1,914,814.00)	-174.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			1,100,748.00	1,100,748.00	0.00	3,015,562.00	(1,914,814.00)	-174.0%
TOTAL, EXPENDITURES			96,040,357.00	96,390,739.00	27,929,711.73	112,202,930.00	(15,812,191.00)	-16.4%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	44,522,969.00	44,522,969.00	0.00	45,367,885.00	844,916.00	1.9%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			44,522,969.00	44,522,969.00	0.00	45,367,885.00	844,916.00	1.9%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			44,522,969.00	44,522,969.00	0.00	45,367,885.00	(844,916.00)	-1.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	189,385,327.00	189,385,327.00	50,164,293.98	197,464,308.00	8,078,981.00	4.3%
2) Federal Revenue		8100-8299	18,408,818.00	18,408,818.00	11,364,720.55	37,252,533.00	18,843,715.00	102.4%
3) Other State Revenue		8300-8599	20,030,442.00	20,030,442.00	9,175,884.69	79,942,269.00	59,911,827.00	299.1%
4) Other Local Revenue		8600-8799	13,401,393.00	13,463,530.00	5,272,337.79	14,706,388.00	1,242,858.00	9.2%
5) TOTAL, REVENUES			241,225,980.00	241,288,117.00	75,977,237.01	329,365,498.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	97,309,058.00	97,309,058.00	27,324,954.90	103,636,142.00	(6,327,084.00)	-6.5%
2) Classified Salaries		2000-2999	33,348,877.00	33,348,877.00	14,624,306.95	39,304,068.00	(5,955,191.00)	-17.9%
3) Employee Benefits		3000-3999	54,031,112.00	54,031,112.00	15,498,643.54	55,890,975.00	(1,859,863.00)	-3.4%
4) Books and Supplies		4000-4999	15,646,250.00	16,023,182.00	3,542,724.26	17,442,314.00	(1,419,132.00)	-8.9%
5) Services and Other Operating Expenditures		5000-5999	41,068,131.00	41,068,581.00	8,581,781.73	47,287,931.00	(6,219,350.00)	-15.1%
6) Capital Outlay		6000-6999	666,511.00	666,511.00	13,269.05	4,363,323.00	(3,696,812.00)	-554.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,301,660.00	2,301,660.00	133,728.00	2,301,660.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(704,228.00)	(704,228.00)	0.00	(426,868.00)	(277,360.00)	39.4%
9) TOTAL, EXPENDITURES			243,667,371.00	244,044,753.00	69,719,408.43	269,799,545.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,441,391.00)	(2,756,636.00)	6,257,828.58	59,565,953.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,441,391.00)	(2,756,636.00)	6,257,828.58	59,565,953.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	93,356,621.00	93,356,621.00		82,658,777.00	(10,697,844.00)	-11.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			93,356,621.00	93,356,621.00		82,658,777.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			93,356,621.00	93,356,621.00		82,658,777.00		
2) Ending Balance, June 30 (E + F1e)			90,915,230.00	90,599,985.00		142,224,730.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	100,000.00	100,000.00		100,000.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		

2022-23 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Restricted		9740	13,996,341.00	13,681,096.00		83,799,970.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	52,432,152.00	52,432,152.00		31,324,805.00		
Student Transportation/Bus Replacement	0000	9760	1,000,000.00					
Technology Device Refresh	0000	9760	3,000,000.00					
Instructional Materials Adoptions	0000	9760	2,000,000.00					
Building Maintenance One-Time Funds	0000	9760	1,564,000.00					
Pandemic Learning and Recovery	0000	9760	20,501,415.00					
Financial Stability Reserve	0000	9760	24,366,737.00					
Student Transportation/Bus Replacement	0000	9760		1,000,000.00				
Technology Device Refresh	0000	9760		3,000,000.00				
Instructional Materials Adoption	0000	9760		2,000,000.00				
Building Maintenance One-Time Funds	0000	9760		1,564,000.00				
Pandemic Learning and Recovery	0000	9760		20,501,415.00				
Financial Stability Reserve	0000	9760		24,366,737.00				
Student Transportation/Bus Replacement	0000	9760				1,000,000.00		
Technology Device Refresh	0000	9760				3,000,000.00		
Instructional Materials Adoptions	0000	9760				2,000,000.00		
Building Maintenance One-Time Funds	0000	9760				1,564,000.00		
Financial Stability Reserve	0000	9760				23,760,805.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	24,366,737.00	24,366,737.00		26,979,955.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	126,198,909.00	126,198,909.00	39,651,322.00	138,462,246.00	12,263,337.00	9.7%
Education Protection Account State Aid - Current Year		8012	36,375,527.00	36,375,527.00	10,064,112.00	39,118,390.00	2,742,863.00	7.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	158,930.00	158,930.00	0.00	158,930.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,396.00	6,396.00	5,677.41	6,396.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	24,720,431.00	24,720,431.00	0.00	25,842,227.00	1,121,796.00	4.5%
Unsecured Roll Taxes		8042	523,350.00	523,350.00	0.00	523,350.00	0.00	0.0%
Prior Years' Taxes		8043	82,320.00	82,320.00	59,612.54	82,320.00	0.00	0.0%
Supplemental Taxes		8044	663,333.00	663,333.00	267,538.62	663,333.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	243,715.00	243,715.00	116,031.41	243,715.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,912,416.00	1,912,416.00	0.00	863,401.00	(1,049,015.00)	-54.9%

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			190,885,327.00	190,885,327.00	50,164,293.98	205,964,308.00	15,078,981.00	7.9%
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091	(1,500,000.00)	(1,500,000.00)	0.00	(8,500,000.00)	(7,000,000.00)	466.7%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			189,385,327.00	189,385,327.00	50,164,293.98	197,464,308.00	8,078,981.00	4.3%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	3,020,889.00	3,020,889.00	0.00	2,961,060.00	(59,829.00)	-2.0%
Special Education Discretionary Grants		8182	139,449.00	139,449.00	0.00	1,053,416.00	913,967.00	655.4%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	4,083,155.00	4,083,155.00	1,928,117.00	5,572,054.00	1,488,899.00	36.5%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	350,000.00	350,000.00	326,091.00	919,122.00	569,122.00	162.6%
Title III, Part A, Immigrant Student Program	4201	8290	0.00	0.00	3,602.00	16,630.00	16,630.00	New
Title III, Part A, English Learner Program	4203	8290	1,173,475.00	1,173,475.00	440,371.00	1,847,494.00	674,019.00	57.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290	515,000.00	515,000.00	180,671.00	922,422.00	407,422.00	79.1%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	9,126,850.00	9,126,850.00	8,485,868.55	23,960,335.00	14,833,485.00	162.5%
TOTAL, FEDERAL REVENUE			18,408,818.00	18,408,818.00	11,364,720.55	37,252,533.00	18,843,715.00	102.4%
OTHER STATE REVENUE								
Other State Apportionments								

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ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	388,311.00	388,311.00	115,858.00	413,783.00	25,472.00	6.6%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	(2,806.59)	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	502,729.00	502,729.00	0.00	502,729.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	3,149,074.00	3,149,074.00	995,634.28	3,149,074.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	3,681,717.00	3,681,717.00	0.00	4,822,718.00	1,141,001.00	31.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	12,308,611.00	12,308,611.00	8,067,199.00	71,053,965.00	58,745,354.00	477.3%
TOTAL, OTHER STATE REVENUE			20,030,442.00	20,030,442.00	9,175,884.69	79,942,269.00	59,911,827.00	299.1%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	2,000.00	2,000.00	3,415.50	2,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%

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Leases and Rentals		8650	155,000.00	155,000.00	97,663.77	155,000.00	0.00	0.0%
Interest		8660	180,000.00	180,000.00	163,203.24	180,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	85,663.32	85,664.00	85,664.00	New
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,769,055.00	1,831,192.00	1,423,135.96	1,757,612.00	(73,580.00)	-4.0%
Tuition		8710	28,772.00	28,772.00	0.00	28,772.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	11,266,566.00	11,266,566.00	3,499,256.00	12,497,340.00	1,230,774.00	10.9%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			13,401,393.00	13,463,530.00	5,272,337.79	14,706,388.00	1,242,858.00	9.2%
TOTAL, REVENUES			241,225,980.00	241,288,117.00	75,977,237.01	329,365,498.00	88,077,381.00	36.5%
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	75,545,583.00	75,545,583.00	20,080,371.28	79,101,446.00	(3,555,863.00)	-4.7%
Certificated Pupil Support Salaries		1200	12,556,730.00	12,556,730.00	4,006,033.23	13,675,514.00	(1,118,784.00)	-8.9%
Certificated Supervisors' and Administrators' Salaries		1300	7,859,308.00	7,859,308.00	2,781,339.28	8,722,931.00	(863,623.00)	-11.0%
Other Certificated Salaries		1900	1,347,437.00	1,347,437.00	457,211.11	2,136,251.00	(788,814.00)	-58.5%
TOTAL, CERTIFICATED SALARIES			97,309,058.00	97,309,058.00	27,324,954.90	103,636,142.00	(6,327,084.00)	-6.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	9,456,314.00	9,456,314.00	3,041,188.31	10,381,459.00	(925,145.00)	-9.8%
Classified Support Salaries		2200	6,625,521.00	6,625,521.00	4,430,351.71	10,011,545.00	(3,386,024.00)	-51.1%
Classified Supervisors' and Administrators' Salaries		2300	2,368,206.00	2,368,206.00	1,068,061.32	2,748,217.00	(380,011.00)	-16.0%
Clerical, Technical and Office Salaries		2400	10,068,813.00	10,068,813.00	4,419,348.12	10,985,297.00	(916,484.00)	-9.1%
Other Classified Salaries		2900	4,830,023.00	4,830,023.00	1,665,357.49	5,177,550.00	(347,527.00)	-7.2%

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TOTAL, CLASSIFIED SALARIES			33,348,877.00	33,348,877.00	14,624,306.95	39,304,068.00	(5,955,191.00)	-17.9%
EMPLOYEE BENEFITS								
STRS		3101-3102	17,341,013.00	17,341,013.00	4,860,091.11	18,489,752.00	(1,148,739.00)	-6.6%
PERS		3201-3202	9,176,885.00	9,176,885.00	3,136,383.44	10,475,147.00	(1,298,262.00)	-14.1%
OASDI/Medicare/Alternative Health and Welfare Benefits		3301-3302	3,924,412.00	3,924,412.00	1,538,638.73	4,527,826.00	(603,414.00)	-15.4%
Unemployment Insurance		3401-3402	16,116,644.00	16,116,644.00	3,981,133.46	15,289,278.00	827,366.00	5.1%
Workers' Compensation		3501-3502	612,780.00	612,780.00	203,866.44	679,620.00	(66,840.00)	-10.9%
OPEB, Allocated		3601-3602	2,532,401.00	2,532,401.00	747,439.99	2,510,519.00	21,882.00	0.9%
OPEB, Active Employees		3701-3702	4,313,758.00	4,313,758.00	1,028,875.72	3,916,618.00	397,140.00	9.2%
Other Employee Benefits		3751-3752	0.00	0.00	11.53	12.00	(12.00)	New
		3901-3902	13,219.00	13,219.00	2,203.12	2,203.00	11,016.00	83.3%
TOTAL, EMPLOYEE BENEFITS			54,031,112.00	54,031,112.00	15,498,643.54	55,890,975.00	(1,859,863.00)	-3.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	2,700,000.00	2,700,000.00	172,379.26	2,592,955.00	107,045.00	4.0%
Books and Other Reference Materials		4200	1,029,392.00	1,029,392.00	96,048.11	1,221,911.00	(192,519.00)	-18.7%
Materials and Supplies		4300	10,699,573.00	11,056,505.00	2,390,982.04	12,064,095.00	(1,007,590.00)	-9.1%
Noncapitalized Equipment		4400	1,187,285.00	1,207,285.00	883,314.85	1,552,297.00	(345,012.00)	-28.6%
Food		4700	30,000.00	30,000.00	0.00	11,056.00	18,944.00	63.1%
TOTAL, BOOKS AND SUPPLIES			15,646,250.00	16,023,182.00	3,542,724.26	17,442,314.00	(1,419,132.00)	-8.9%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	22,584,825.00	22,584,825.00	2,536,206.49	20,681,191.00	1,903,634.00	8.4%
Travel and Conferences		5200	970,067.00	970,067.00	193,201.16	1,642,031.00	(671,964.00)	-69.3%
Dues and Memberships		5300	137,025.00	137,025.00	35,408.10	138,253.00	(1,228.00)	-0.9%
Insurance		5400-5450	1,810,000.00	1,810,000.00	1,143,701.00	2,288,368.00	(478,368.00)	-26.4%
Operations and Housekeeping Services		5500	3,107,500.00	3,107,500.00	1,036,414.27	3,359,000.00	(251,500.00)	-8.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,042,176.00	1,042,176.00	171,976.79	1,144,842.00	(102,666.00)	-9.9%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	(362.37)	58,610.00	(58,610.00)	New
Professional/Consulting Services and Operating Expenditures		5800	10,745,113.00	10,745,563.00	3,129,689.47	17,287,290.00	(6,541,727.00)	-60.9%
Communications		5900	671,425.00	671,425.00	335,546.82	688,346.00	(16,921.00)	-2.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			41,068,131.00	41,068,581.00	8,581,781.73	47,287,931.00	(6,219,350.00)	-15.1%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	55,000.00	(55,000.00)	New
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	3,039,987.00	(3,039,987.00)	New
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	666,511.00	666,511.00	13,269.05	1,268,336.00	(601,825.00)	-90.3%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			666,511.00	666,511.00	13,269.05	4,363,323.00	(3,696,812.00)	-554.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								

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Tuition for Instruction Under Interdistrict								
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Payments to County Offices		7142	2,281,660.00	2,281,660.00	133,728.00	2,281,660.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,301,660.00	2,301,660.00	133,728.00	2,301,660.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(704,228.00)	(704,228.00)	0.00	(426,868.00)	(277,360.00)	39.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(704,228.00)	(704,228.00)	0.00	(426,868.00)	(277,360.00)	39.4%
TOTAL, EXPENDITURES			243,667,371.00	244,044,753.00	69,719,408.43	269,799,545.00	(25,754,792.00)	-10.6%
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%

2022-23 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments								
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2022-23 Projected Totals
2600	Expanded Learning Opportunities Program	16,814,354.00
3213	Elementary and Secondary School Emergency Relief III (ESSER III) Fund	18,337,483.00
3327	Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611	158,192.00
6211	Literacy Coaches and Reading Specilaists Grant Program	4,104,794.00
6266	Educator Effectiveness, FY 2021-22	2,446,046.00
6300	Lottery: Instructional Materials	190,696.00
6546	Mental Health-Related Services	908,650.00
6547	Special Education Early Intervention Preschool Grant	1,955,890.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	7,047,637.00
7085	Learning Communities for School Success Program	237,106.00
7388	SB 117 COVID-19 LEA Response Funds	256,354.00
7425	Expanded Learning Opportunities (ELO) Grant	365,191.00
7435	Learning Recovery Emergency Block Grant	23,126,179.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	5,226,821.00
9010	Other Restricted Local	2,624,577.00
Total, Restricted Balance		83,799,970.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.00	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.00	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.00	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.00	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
a) As of July 1 - Unaudited		9791	347,241.00	347,241.00		220,754.00	(126,487.00)	-36.4%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			347,241.00	347,241.00		220,754.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			347,241.00	347,241.00		220,754.00		
2) Ending Balance, June 30 (E + F1e)			347,241.00	347,241.00		220,754.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	347,241.00	347,241.00		220,754.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
REVENUES								
Sale of Equipment and Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.00	0.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES								
			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER SOURCES/USES								
SOURCES								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00		
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
8210	Student Activity Funds	220,754.00
Total, Restricted Balance		220,754.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,090,716.00	2,090,716.00	971,746.00	798,000.00	(1,292,716.00)	-61.8%
4) Other Local Revenue		8600-8799	2,000.00	2,000.00	1,955.86	2,000.00	0.00	0.0%
5) TOTAL, REVENUES			2,092,716.00	2,092,716.00	973,701.86	800,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	166.20	154,960.00	(154,960.00)	New
2) Classified Salaries		2000-2999	87,690.00	87,690.00	56,189.98	213,183.00	(125,493.00)	-143.1%
3) Employee Benefits		3000-3999	35,983.00	35,983.00	13,584.62	110,630.00	(74,647.00)	-207.5%
4) Books and Supplies		4000-4999	200,000.00	200,000.00	0.00	188,502.00	11,498.00	5.7%
5) Services and Other Operating Expenditures		5000-5999	1,706,416.00	1,706,416.00	396.10	178,503.00	1,527,913.00	89.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	110,328.00	110,328.00	0.00	48,040.00	62,288.00	56.5%
9) TOTAL, EXPENDITURES			2,140,417.00	2,140,417.00	70,336.90	893,818.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(47,701.00)	(47,701.00)	903,364.96	(93,818.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(47,701.00)	(47,701.00)	903,364.96	(93,818.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	723,972.00	723,972.00		630,868.00	(93,104.00)	-12.9%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			723,972.00	723,972.00		630,868.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			723,972.00	723,972.00		630,868.00		
2) Ending Balance, June 30 (E + F1e)			676,271.00	676,271.00		537,050.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	676,271.00	676,271.00		537,050.00		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	2,050,716.00	2,050,716.00	971,746.00	798,000.00	(1,252,716.00)	-61.1%
All Other State Revenue	All Other	8590	40,000.00	40,000.00	0.00	0.00	(40,000.00)	-100.0%
TOTAL, OTHER STATE REVENUE			2,090,716.00	2,090,716.00	971,746.00	798,000.00	(1,292,716.00)	-61.8%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	2,000.00	2,000.00	1,955.86	2,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,000.00	2,000.00	1,955.86	2,000.00	0.00	0.0%
TOTAL, REVENUES			2,092,716.00	2,092,716.00	973,701.86	800,000.00		
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	166.20	154,960.00	(154,960.00)	New
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	166.20	154,960.00	(154,960.00)	New
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	64,719.00	64,719.00	45,093.03	213,183.00	(148,464.00)	-229.4%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	11,450.00	11,450.00	4,476.28	0.00	11,450.00	100.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	11,521.00	11,521.00	5,991.88	0.00	11,521.00	100.0%
Other Classified Salaries		2900	0.00	0.00	628.79	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			87,690.00	87,690.00	56,189.98	213,183.00	(125,493.00)	-143.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	2,172.20	29,597.00	(29,597.00)	New
PERS		3201-3202	22,247.00	22,247.00	5,367.36	54,048.00	(31,801.00)	-142.9%
OASDI/Medicare/Alternative		3301-3302	6,571.00	6,571.00	3,190.51	18,555.00	(11,984.00)	-182.4%
Health and Welfare Benefits		3401-3402	3,906.00	3,906.00	1,230.91	0.00	3,906.00	100.0%
Unemployment Insurance		3501-3502	430.00	430.00	278.15	1,841.00	(1,411.00)	-328.1%
Workers' Compensation		3601-3602	1,739.00	1,739.00	1,004.05	6,589.00	(4,850.00)	-278.9%
OPEB, Allocated		3701-3702	1,090.00	1,090.00	341.44	0.00	1,090.00	100.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			35,983.00	35,983.00	13,584.62	110,630.00	(74,647.00)	-207.5%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	200,000.00	200,000.00	0.00	188,502.00	11,498.00	5.7%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			200,000.00	200,000.00	0.00	188,502.00	11,498.00	5.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,500.00	2,500.00	25.00	0.00	2,500.00	100.0%
Dues and Memberships		5300	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	195.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,695,916.00	1,695,916.00	0.00	178,503.00	1,517,413.00	89.5%
Communications		5900	3,000.00	3,000.00	176.10	0.00	3,000.00	100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			1,706,416.00	1,706,416.00	396.10	178,503.00	1,527,913.00	89.5%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	110,328.00	110,328.00	0.00	48,040.00	62,288.00	56.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			110,328.00	110,328.00	0.00	48,040.00	62,288.00	56.5%
TOTAL, EXPENDITURES			2,140,417.00	2,140,417.00	70,336.90	893,818.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
6130	Child Development: Center-Based Reserve Account	310,706.00
9010	Other Restricted Local	226,344.00
Total, Restricted Balance		537,050.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,505,830.00	9,505,830.00	0.00	8,900,823.00	(605,007.00)	-6.4%
3) Other State Revenue		8300-8599	2,091,394.00	2,091,394.00	0.00	2,332,976.00	241,582.00	11.6%
4) Other Local Revenue		8600-8799	16,000.00	16,000.00	10,581.64	23,183.00	7,183.00	44.9%
5) TOTAL, REVENUES			11,613,224.00	11,613,224.00	10,581.64	11,256,982.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,720,026.00	3,720,026.00	1,312,347.86	4,115,320.00	(395,294.00)	-10.6%
3) Employee Benefits		3000-3999	1,652,362.00	1,652,362.00	495,882.26	1,615,323.00	37,039.00	2.2%
4) Books and Supplies		4000-4999	6,225,107.00	6,225,107.00	541,682.83	5,959,672.00	265,435.00	4.3%
5) Services and Other Operating Expenditures		5000-5999	161,002.00	161,002.00	53,209.59	125,418.00	35,584.00	22.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	593,900.00	593,900.00	0.00	378,828.00	215,072.00	36.2%
9) TOTAL, EXPENDITURES			12,352,397.00	12,352,397.00	2,403,122.54	12,194,561.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(739,173.00)	(739,173.00)	(2,392,540.90)	(937,579.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(739,173.00)	(739,173.00)	(2,392,540.90)	(937,579.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,044,202.00	2,044,202.00		6,126,449.00	4,082,247.00	199.7%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,044,202.00	2,044,202.00		6,126,449.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,044,202.00	2,044,202.00		6,126,449.00		
2) Ending Balance, June 30 (E + F1e)			1,305,029.00	1,305,029.00		5,188,870.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	1,305,029.00	1,305,029.00		5,188,870.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
Child Nutrition Programs		8220	8,636,871.00	8,636,871.00	0.00	8,031,864.00	(605,007.00)	-7.0%
Donated Food Commodities		8221	868,959.00	868,959.00	0.00	868,959.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			9,505,830.00	9,505,830.00	0.00	8,900,823.00	(605,007.00)	-6.4%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	2,091,394.00	2,091,394.00	0.00	2,332,976.00	241,582.00	11.6%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,091,394.00	2,091,394.00	0.00	2,332,976.00	241,582.00	11.6%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	995.25	5,147.00	5,147.00	New
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	16,000.00	16,000.00	8,734.86	16,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	851.53	2,036.00	2,036.00	New
TOTAL, OTHER LOCAL REVENUE			16,000.00	16,000.00	10,581.64	23,183.00	7,183.00	44.9%
TOTAL, REVENUES			11,613,224.00	11,613,224.00	10,581.64	11,256,982.00		
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,352,317.00	3,352,317.00	1,165,624.83	3,736,648.00	(384,331.00)	-11.5%
Classified Supervisors' and Administrators' Salaries		2300	232,038.00	232,038.00	86,159.12	233,071.00	(1,033.00)	-0.4%
Clerical, Technical and Office Salaries		2400	135,671.00	135,671.00	60,563.91	145,601.00	(9,930.00)	-7.3%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,720,026.00	3,720,026.00	1,312,347.86	4,115,320.00	(395,294.00)	-10.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	936,610.00	936,610.00	278,345.99	996,139.00	(59,529.00)	-6.4%
OASDI/Medicare/Alternative		3301-3302	278,000.00	278,000.00	98,447.78	307,602.00	(29,602.00)	-10.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Health and Welfare Benefits		3401-3402	271,359.00	271,359.00	70,800.19	148,347.00	123,012.00	45.3%
Unemployment Insurance		3501-3502	18,170.00	18,170.00	6,434.95	20,105.00	(1,935.00)	-10.6%
Workers' Compensation		3601-3602	74,069.00	74,069.00	23,369.56	73,547.00	522.00	0.7%
OPEB, Allocated		3701-3702	74,154.00	74,154.00	18,483.79	69,583.00	4,571.00	6.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,652,362.00	1,652,362.00	495,882.26	1,615,323.00	37,039.00	2.2%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	1,198,038.00	1,198,038.00	92,319.68	629,957.00	568,081.00	47.4%
Noncapitalized Equipment		4400	114,160.00	114,160.00	0.00	35,786.00	78,374.00	68.7%
Food		4700	4,912,909.00	4,912,909.00	449,363.15	5,293,929.00	(381,020.00)	-7.8%
TOTAL, BOOKS AND SUPPLIES			6,225,107.00	6,225,107.00	541,682.83	5,959,672.00	265,435.00	4.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	16,300.00	16,300.00	452.57	15,219.00	1,081.00	6.6%
Dues and Memberships		5300	3,000.00	3,000.00	3,006.27	3,062.00	(62.00)	-2.1%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	17,000.00	17,000.00	6,339.75	39,316.00	(22,316.00)	-131.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	27,751.00	27,751.00	2,455.55	28,250.00	(499.00)	-1.8%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	362.37	(58,610.00)	58,610.00	New
Professional/Consulting Services and Operating Expenditures		5800	96,200.00	96,200.00	40,493.00	96,738.00	(538.00)	-0.6%
Communications		5900	751.00	751.00	100.08	1,443.00	(692.00)	-92.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			161,002.00	161,002.00	53,209.59	125,418.00	35,584.00	22.1%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	593,900.00	593,900.00	0.00	378,828.00	215,072.00	36.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			593,900.00	593,900.00	0.00	378,828.00	215,072.00	36.2%
TOTAL, EXPENDITURES			12,352,397.00	12,352,397.00	2,403,122.54	12,194,561.00		
INTERFUND TRANSFERS								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
5310	Child Nutrition: School Programs (e.g., School Lunch, Breakfast, Milk, Pregnant & Lactating Students)	222,974.00
5330	Child Nutrition: Summer Food Service Program Operations	4,624,397.00
5466	Child Nutrition: Supply Chain Assistance (SCA) Funds	341,499.00
Total, Restricted Balance		5,188,870.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	1,500,000.00	1,500,000.00	0.00	8,500,000.00	7,000,000.00	466.7%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,000.00	5,000.00	2,419.72	5,000.00	0.00	0.0%
5) TOTAL, REVENUES			1,505,000.00	1,505,000.00	2,419.72	8,505,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	88,000.00	88,000.00	0.00	88,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	160,000.00	160,000.00	34,007.85	160,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	1,249,000.00	1,249,000.00	1,215,991.52	2,717,451.00	(1,468,451.00)	-117.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,497,000.00	1,497,000.00	1,249,999.37	2,965,451.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,000.00	8,000.00	(1,247,579.65)	5,539,549.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			8,000.00	8,000.00	(1,247,579.65)	5,539,549.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,500,000.00	1,500,000.00		1,507,375.00	7,375.00	0.5%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,500,000.00	1,500,000.00		1,507,375.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,500,000.00	1,500,000.00		1,507,375.00		
2) Ending Balance, June 30 (E + F1e)			1,508,000.00	1,508,000.00		7,046,924.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	8,000.00	8,000.00		7,046,924.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	1,500,000.00	1,500,000.00		0.00		
Deferred Maintenance	0000	9760		1,500,000.00				
Deferred Maintenance	0000	9760	1,500,000.00					
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
LCFF SOURCES								
LCFF Transfers								
LCFF Transfers - Current Year		8091	1,500,000.00	1,500,000.00	0.00	8,500,000.00	7,000,000.00	466.7%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			1,500,000.00	1,500,000.00	0.00	8,500,000.00	7,000,000.00	466.7%
OTHER STATE REVENUE								
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	5,000.00	5,000.00	2,419.72	5,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,000.00	5,000.00	2,419.72	5,000.00	0.00	0.0%
TOTAL, REVENUES			1,505,000.00	1,505,000.00	2,419.72	8,505,000.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	88,000.00	88,000.00	0.00	88,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			88,000.00	88,000.00	0.00	88,000.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	160,000.00	160,000.00	34,007.85	160,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			160,000.00	160,000.00	34,007.85	160,000.00	0.00	0.0%
CAPITAL OUTLAY								
Land Improvements		6170	450,000.00	450,000.00	235,781.83	686,000.00	(236,000.00)	-52.4%
Buildings and Improvements of Buildings		6200	799,000.00	799,000.00	980,209.69	2,031,451.00	(1,232,451.00)	-154.2%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,249,000.00	1,249,000.00	1,215,991.52	2,717,451.00	(1,468,451.00)	-117.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,497,000.00	1,497,000.00	1,249,999.37	2,965,451.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	7,046,924.00
Total, Restricted Balance		7,046,924.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	37,836.62	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	37,836.62	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	127,840.18	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	15,334,168.00	15,334,168.00	6,209,815.52	15,334,168.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			15,334,168.00	15,334,168.00	6,337,655.70	15,334,168.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(15,334,168.00)	(15,334,168.00)	(6,299,819.08)	(15,334,168.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	12,000,000.00	12,000,000.00	0.00	12,000,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	6,040,697.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			12,000,000.00	12,000,000.00	6,040,697.00	12,000,000.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,334,168.00)	(3,334,168.00)	(259,122.08)	(3,334,168.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,339,136.00	3,339,136.00		17,410,603.00	14,071,467.00	421.4%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,339,136.00	3,339,136.00		17,410,603.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,339,136.00	3,339,136.00		17,410,603.00		
2) Ending Balance, June 30 (E + F1e)			4,968.00	4,968.00		14,076,435.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	4,968.00	4,968.00		14,076,435.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	37,836.62	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	37,836.62	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	37,836.62	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	127,840.18	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	127,840.18	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	5,799.00	5,799.00	0.00	5,799.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	15,231,301.00	15,231,301.00	6,209,815.52	15,231,301.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	97,068.00	97,068.00	0.00	97,068.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			15,334,168.00	15,334,168.00	6,209,815.52	15,334,168.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			15,334,168.00	15,334,168.00	6,337,655.70	15,334,168.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	12,000,000.00	12,000,000.00	0.00	12,000,000.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			12,000,000.00	12,000,000.00	0.00	12,000,000.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	6,040,697.00	0.00	0.00	0.0%
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	6,040,697.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			12,000,000.00	12,000,000.00	6,040,697.00	12,000,000.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	14,076,435.00
Total, Restricted Balance		14,076,435.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	264,524.86	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	264,524.86	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	100,669.60	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	100,669.60	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	163,855.26	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(5,000,000.00)	(5,000,000.00)	0.00	(5,000,000.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,000,000.00)	(5,000,000.00)	163,855.26	(5,000,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	7,842,070.00	7,842,070.00		7,461,160.00	(380,910.00)	-4.9%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,842,070.00	7,842,070.00		7,461,160.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,842,070.00	7,842,070.00		7,461,160.00		
2) Ending Balance, June 30 (E + F1e)			2,842,070.00	2,842,070.00		2,461,160.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	2,842,070.00	2,842,070.00		2,461,160.00		
c) Committed								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	14,252.48	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	0.00	250,272.38	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	264,524.86	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	264,524.86	0.00		
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	100,669.60	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	100,669.60	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	100,669.60	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(5,000,000.00)	(5,000,000.00)	0.00	(5,000,000.00)		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	2,461,160.00
Total, Restricted Balance		2,461,160.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	18,508.69	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	18,508.69	0.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	18,508.69	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	7,000,000.00	7,000,000.00	0.00	7,000,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(7,000,000.00)	(7,000,000.00)	0.00	(7,000,000.00)		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(7,000,000.00)	(7,000,000.00)	18,508.69	(7,000,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	10,060,634.00	10,060,634.00		9,897,125.00	(163,509.00)	-1.6%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,060,634.00	10,060,634.00		9,897,125.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,060,634.00	10,060,634.00		9,897,125.00		
2) Ending Balance, June 30 (E + F1e)			3,060,634.00	3,060,634.00		2,897,125.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance								
c) Committed		9740	3,060,634.00	3,060,634.00		2,897,125.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	18,508.69	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	18,508.69	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	18,508.69	0.00		
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	7,000,000.00	7,000,000.00	0.00	7,000,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			7,000,000.00	7,000,000.00	0.00	7,000,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(7,000,000.00)	(7,000,000.00)	0.00	(7,000,000.00)		

Resource	Description	2022-23 Projected Totals
7710	State School Facilities Projects	2,897,125.00
Total, Restricted Balance		2,897,125.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	95,927.00	95,927.00	2,884.86	95,927.00	0.00	0.0%
4) Other Local Revenue		8600-8799	15,079,643.00	15,079,643.00	122,320.36	15,079,643.00	0.00	0.0%
5) TOTAL, REVENUES			15,175,570.00	15,175,570.00	125,205.22	15,175,570.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	15,716,362.00	15,716,362.00	11,340,240.61	15,716,362.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			15,716,362.00	15,716,362.00	11,340,240.61	15,716,362.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(540,792.00)	(540,792.00)	(11,215,035.39)	(540,792.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(540,792.00)	(540,792.00)	(11,215,035.39)	(540,792.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	15,384,002.00	15,384,002.00		15,901,794.00	517,792.00	3.4%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,384,002.00	15,384,002.00		15,901,794.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,384,002.00	15,384,002.00		15,901,794.00		
2) Ending Balance, June 30 (E + F1e)			14,843,210.00	14,843,210.00		15,361,002.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	14,843,210.00	14,843,210.00		15,361,002.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions								
Voted Indebtedness Levies								
Homeowners' Exemptions		8571	95,927.00	95,927.00	0.00	95,927.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	2,884.86	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			95,927.00	95,927.00	2,884.86	95,927.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Voted Indebtedness Levies								
Secured Roll		8611	14,328,768.00	14,328,768.00	0.00	14,328,768.00	0.00	0.0%
Unsecured Roll		8612	738,875.00	738,875.00	0.00	738,875.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	20,596.42	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	83,007.93	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	12,000.00	12,000.00	18,716.01	12,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,079,643.00	15,079,643.00	122,320.36	15,079,643.00	0.00	0.0%
TOTAL, REVENUES			15,175,570.00	15,175,570.00	125,205.22	15,175,570.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	6,844,412.00	6,844,412.00	6,992,412.45	6,844,412.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	8,871,950.00	8,871,950.00	4,347,828.16	8,871,950.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			15,716,362.00	15,716,362.00	11,340,240.61	15,716,362.00	0.00	0.0%
TOTAL, EXPENDITURES			15,716,362.00	15,716,362.00	11,340,240.61	15,716,362.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	15,361,002.00
Total, Restricted Balance		15,361,002.00

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	13,840.15	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	13,840.15	0.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	1,024,972.99	0.00	0.00	0.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			0.00	0.00	1,024,972.99	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B9)			0.00	0.00	(1,011,132.84)	0.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			0.00	0.00	(1,011,132.84)	0.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	11,662,357.00	11,662,357.00		10,362,288.00	(1,300,069.00)	-11.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			11,662,357.00	11,662,357.00		10,362,288.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			11,662,357.00	11,662,357.00		10,362,288.00		
2) Ending Net Position, June 30 (E + F1e)			11,662,357.00	11,662,357.00		10,362,288.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	11,662,357.00	11,662,357.00		10,362,288.00		
c) Unrestricted Net Position		9790	0.00	0.00		0.00		
OTHER LOCAL REVENUE								
Interest		8660	0.00	0.00	13,840.15	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	13,840.15	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	13,840.15	0.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	1,024,972.99	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	1,024,972.99	0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	1,024,972.99	0.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		
(a + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2022-23 Projected Totals
9010	Other Restricted Local	10,362,288.00
Total, Restricted Net Position		10,362,288.00

Oxnard School District
2022-23 First Interim Financial Report

Table of Assumptions for Multiyear Projections

Planning Factor	2022-23	2023-24	2024-25
Estimated Funded ADA (Average Daily Attendance)	14,754.61	14,006.39	13,158.18
Funded UPP (Unduplicated Pupil Percentage)	90.81%	90.19%	90.05%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA & Augmentation (Planning COLA)	13.26%	5.38%	4.02%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	25.37%	25.20%	24.60%
Lottery - Unrestricted per ADA	\$170	\$170	\$170
Lottery - Prop 20 per ADA	\$67	\$67	\$67
Mandated Block Grant per ADA	\$34.94	\$36.82	\$38.30
CPI	5.75%	2.58%	2.20%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes	<i>Varies by Bargaining Unit</i>		

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	197,464,308.00	1.52%	200,460,845.00	(1.33%)	197,803,337.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	2,764,041.00	96.53%	5,432,290.00	0.00%	5,432,290.00
4. Other Local Revenues	8600-8799	1,522,733.00	0.00%	1,522,733.00	0.00%	1,522,733.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(45,367,885.00)	(11.83%)	(40,000,000.00)	0.00%	(40,000,000.00)
6. Total (Sum lines A1 thru A5c)		156,383,197.00	7.05%	167,415,868.00	(1.59%)	164,758,360.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				73,460,118.00		73,442,620.00
b. Step & Column Adjustment				942,502.00		942,274.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(960,000.00)		(960,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	73,460,118.00	(.02%)	73,442,620.00	(.02%)	73,424,894.00
2. Classified Salaries						
a. Base Salaries				21,881,311.00		22,165,768.00
b. Step & Column Adjustment				284,457.00		288,155.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	21,881,311.00	1.30%	22,165,768.00	1.30%	22,453,923.00
3. Employee Benefits	3000-3999	36,286,453.00	5.25%	38,189,897.00	(1.16%)	37,747,344.00
4. Books and Supplies	4000-4999	10,673,727.00	2.58%	10,949,109.00	2.20%	11,189,990.00
5. Services and Other Operating Expenditures	5000-5999	18,172,449.00	2.58%	18,641,298.00	2.20%	19,051,407.00
6. Capital Outlay	6000-6999	44,987.00	(11.09%)	40,000.00	0.00%	40,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	520,000.00	0.00%	520,000.00	0.00%	520,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(3,442,430.00)	3.00%	(3,545,703.00)	3.00%	(3,652,074.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		157,596,615.00	1.78%	160,402,989.00	.23%	160,775,484.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(1,213,418.00)		7,012,879.00		3,982,876.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		59,638,178.00		58,424,760.00		65,437,639.00
2. Ending Fund Balance (Sum lines C and D 1)		58,424,760.00		65,437,639.00		69,420,515.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	31,324,805.00		38,149,482.00		42,025,415.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
1. Reserve for Economic Uncertainties	9789	26,979,955.00		27,168,157.00		27,275,100.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		58,424,760.00		65,437,639.00		69,420,515.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	26,979,955.00		27,168,157.00		27,275,100.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		26,979,955.00		27,168,157.00		27,275,100.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. The District anticipates a reduction of \$960,000 (12 certificated staff) due to declining enrollment, for both 2023-24 and 2024-25.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	37,252,533.00	(64.43%)	13,252,533.00	3.00%	13,650,109.00
3. Other State Revenues	8300-8599	77,178,228.00	(54.42%)	35,178,228.00	(1.42%)	34,678,228.00
4. Other Local Revenues	8600-8799	13,183,655.00	0.00%	13,183,655.00	0.00%	13,183,655.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	45,367,885.00	(11.83%)	40,000,000.00	0.00%	40,000,000.00
6. Total (Sum lines A1 thru A5c)		172,982,301.00	(41.26%)	101,614,416.00	(.10%)	101,511,992.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				30,176,024.00		30,568,312.00
b. Step & Column Adjustment				392,288.00		397,388.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	30,176,024.00	1.30%	30,568,312.00	1.30%	30,965,700.00
2. Classified Salaries						
a. Base Salaries				17,422,757.00		17,649,253.00
b. Step & Column Adjustment				226,496.00		229,440.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	17,422,757.00	1.30%	17,649,253.00	1.30%	17,878,693.00
3. Employee Benefits	3000-3999	19,604,522.00	(5.87%)	18,453,912.00	1.41%	18,714,209.00
4. Books and Supplies	4000-4999	6,768,587.00	2.58%	6,943,217.00	2.20%	7,095,967.00
5. Services and Other Operating Expenditures	5000-5999	29,115,482.00	2.58%	29,866,661.00	2.20%	30,523,728.00
6. Capital Outlay	6000-6999	4,318,336.00	(30.53%)	3,000,000.00	(33.33%)	2,000,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,781,660.00	0.00%	1,781,660.00	0.00%	1,781,660.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	3,015,562.00	0.00%	3,015,562.00	0.00%	3,015,562.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		112,202,930.00	(.82%)	111,278,577.00	.63%	111,975,519.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		60,779,371.00		(9,664,161.00)		(10,463,527.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		23,020,599.00		83,799,970.00		74,135,809.00
2. Ending Fund Balance (Sum lines C and D1)		83,799,970.00		74,135,809.00		63,672,282.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	83,799,970.00		74,135,809.00		63,672,282.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		83,799,970.00		74,135,809.00		63,672,282.00
E. AVAILABLE RESERVES						
1. General Fund)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	197,464,308.00	1.52%	200,460,845.00	(1.33%)	197,803,337.00
2. Federal Revenues	8100-8299	37,252,533.00	(64.43%)	13,252,533.00	3.00%	13,650,109.00
3. Other State Revenues	8300-8599	79,942,269.00	(49.20%)	40,610,518.00	(1.23%)	40,110,518.00
4. Other Local Revenues	8600-8799	14,706,388.00	0.00%	14,706,388.00	0.00%	14,706,388.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		329,365,498.00	(18.32%)	269,030,284.00	(1.03%)	266,270,352.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				103,636,142.00		104,010,932.00
b. Step & Column Adjustment				1,334,790.00		1,339,662.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(960,000.00)		(960,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	103,636,142.00	.36%	104,010,932.00	.37%	104,390,594.00
2. Classified Salaries						
a. Base Salaries				39,304,068.00		39,815,021.00
b. Step & Column Adjustment				510,953.00		517,595.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	39,304,068.00	1.30%	39,815,021.00	1.30%	40,332,616.00
3. Employee Benefits	3000-3999	55,890,975.00	1.35%	56,643,809.00	(.32%)	56,461,553.00
4. Books and Supplies	4000-4999	17,442,314.00	2.58%	17,892,326.00	2.20%	18,285,957.00
5. Services and Other Operating Expenditures	5000-5999	47,287,931.00	2.58%	48,507,959.00	2.20%	49,575,135.00
6. Capital Outlay	6000-6999	4,363,323.00	(30.33%)	3,040,000.00	(32.89%)	2,040,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,301,660.00	0.00%	2,301,660.00	0.00%	2,301,660.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(426,868.00)	24.19%	(530,141.00)	20.06%	(636,512.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		269,799,545.00	.70%	271,681,566.00	.39%	272,751,003.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		59,565,953.00		(2,651,282.00)		(6,480,651.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		82,658,777.00		142,224,730.00		139,573,448.00
2. Ending Fund Balance (Sum lines C and D1)		142,224,730.00		139,573,448.00		133,092,797.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	83,799,970.00		74,135,809.00		63,672,282.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	31,324,805.00		38,149,482.00		42,025,415.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	26,979,955.00		27,168,157.00		27,275,100.00

Description	Object Codes	Projected Year Totals (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		142,224,730.00		139,573,448.00		133,092,797.00
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	26,979,955.00		27,168,157.00		27,275,100.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2c)		26,979,955.00		27,168,157.00		27,275,100.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		10.00%		10.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546 objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		14,754.61		14,006.39		13,158.18
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		269,799,545.00		271,681,566.00		272,751,003.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		269,799,545.00		271,681,566.00		272,751,003.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		8,093,986.35		8,150,446.98		8,182,530.09
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		8,093,986.35		8,150,446.98		8,182,530.09
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist for the current year will be extracted; otherwise, enter data into the first column for all fiscal years. First Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year		Budget Adoption	First Interim	Percent Change	Status
		Budget (Form 01CS, Item 1A)	Projected Year Totals (Form AI, Lines A4 and C4)		
Current Year (2022-23)	District Regular	14,517.95	14,754.61		
	Charter School	0.00	0.00		
	Total ADA	14,517.95	14,754.61	1.6%	Met
1st Subsequent Year (2023-24)	District Regular	14,006.39	14,006.39		
	Charter School	0.00	0.00		
	Total ADA	14,006.39	14,006.39	0.0%	Met
2nd Subsequent Year (2024-25)	District Regular	13,158.37	13,158.37		
	Charter School	0.00	0.00		
	Total ADA	13,158.37	13,158.37	0.0%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. **CRITERION: Enrollment**

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2022-23)	District Regular	13,912.00		
	Charter School		0.00	
	Total Enrollment	13,912.00	13,883.00	(.2%)
1st Subsequent Year (2023-24)	District Regular	13,445.00	13,445.00	
	Charter School		0.00	
	Total Enrollment	13,445.00	13,445.00	0.0%
2nd Subsequent Year (2024-25)	District Regular	12,974.00	12,974.00	
	Charter School		0.00	
	Total Enrollment	12,974.00	12,974.00	0.0%

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA		Enrollment	Historical Ratio of ADA to Enrollment
	Unaudited Actuals (Form A, Lines A4 and C4)	CBEDS Actual (Form 01CS, Item 2A)	CBEDS Actual	
Third Prior Year (2019-20)				
District Regular	15,194		15,730	
Charter School				
Total ADA/Enrollment	15,194		15,730	96.6%
Second Prior Year (2020-21)				
District Regular	15,194		15,132	
Charter School				
Total ADA/Enrollment	15,194		15,132	100.4%
First Prior Year (2021-22)				
District Regular	13,089		14,380	
Charter School	0			
Total ADA/Enrollment	13,089		14,380	91.0%
Historical Average Ratio:				96.0%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):				96.5%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA		Enrollment	Ratio of ADA to Enrollment	Status
	(Form A1, Lines A4 and C4)	CBEDS/Projected (Criterion 2, Item 2A)	CBEDS/Projected		
Current Year (2022-23)					
District Regular	14,755		13,883		
Charter School	0		0		
Total ADA/Enrollment	14,755		13,883	106.3%	Not Met
1st Subsequent Year (2023-24)					
District Regular	14,006		13,445		
Charter School	0		0		
Total ADA/Enrollment	14,006		13,445	104.2%	Not Met
2nd Subsequent Year (2024-25)					
District Regular	13,158		12,974		
Charter School	0		0		
Total ADA/Enrollment	13,158		12,974	101.4%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The Projected P-2 ADA to enrollment ratio exceeds the standard due to LCFF funding in 2021-22 applying the ADA ratio from 2019-20 as a hold-harmless measure for COVID-19. The ratio is also affected by the new Funded ADA calculation being based on the prior 3-Year Average ADA.

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2022-23)	190,885,327.00		
1st Subsequent Year (2023-24)	190,206,888.00	205,460,845.00	8.0%	Not Met
2nd Subsequent Year (2024-25)	185,647,725.00	200,803,337.00	8.2%	Not Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

The increase in LCFF revenue is due to the Augmentation of 6.70% to the LCFF COLA for 2022-23, bringing the single year COLA & Augmentation to 13.26%.

5. **CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
	Third Prior Year (2019-20)	138,710,565.89	
Second Prior Year (2020-21)	117,745,958.53	131,906,772.78	89.3%
First Prior Year (2021-22)	126,852,400.67	150,176,037.93	84.5%
	Historical Average Ratio:		86.0%

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3%	3%	3%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.0% to 89.0%	83.0% to 89.0%	83.0% to 89.0%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)		
	Current Year (2022-23)	131,627,882.00		
1st Subsequent Year (2023-24)	133,798,285.00	160,402,989.00	83.4%	Met
2nd Subsequent Year (2024-25)	133,626,161.00	160,775,484.00	83.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption. Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column. Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Budget Adoption	First Interim	Percent Change	Change Is Outside Explanation Range
	Budget (Form 01CS, Item 6B)	Projected Year Totals (Fund 01) (Form MYPI)		

Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)

Current Year (2022-23)	18,408,818.00	37,252,533.00	102.4%	Yes
1st Subsequent Year (2023-24)	25,768,796.00	13,252,533.00	-48.6%	Yes
2nd Subsequent Year (2024-25)	13,112,178.00	13,650,109.00	4.1%	No

Explanation:
(required if Yes)

The changes in Federal Revenue are attributed to recording all remaining CRRSA Act and American Recovery Plan ESSER funding in 2022-23; and removing that same revenue from the 1st subsequent year (2023-24).

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)

Current Year (2022-23)	20,030,442.00	79,942,269.00	299.1%	Yes
1st Subsequent Year (2023-24)	24,993,000.00	40,610,518.00	62.5%	Yes
2nd Subsequent Year (2024-25)	24,788,000.00	40,110,518.00	61.8%	Yes

Explanation:
(required if Yes)

The increased State Revenue in 2022-23 includes funding now available from the Learning Recovery Emergency grant, the Arts, Music and Instructional Materials Discretionary grant, the Literacy Coaches and Reading Specialists grant, as well as funding increase to the Expanded Learning Opportunities Program.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)

Current Year (2022-23)	13,401,393.00	14,706,388.00	9.7%	Yes
1st Subsequent Year (2023-24)	12,460,900.00	14,706,388.00	18.0%	Yes
2nd Subsequent Year (2024-25)	12,460,900.00	14,706,388.00	18.0%	Yes

Explanation:
(required if Yes)

The increase in Other Local Revenue is due to the increase in Special Education funding coming to the District from the local SELPA.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)

Current Year (2022-23)	15,646,250.00	17,442,314.00	11.5%	Yes
1st Subsequent Year (2023-24)	16,137,543.00	17,892,326.00	10.9%	Yes
2nd Subsequent Year (2024-25)	16,455,452.00	18,285,957.00	11.1%	Yes

Explanation:
(required if Yes)

Expenditures at First Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)

Current Year (2022-23)	41,068,131.00	47,287,931.00	15.1%	Yes
1st Subsequent Year (2023-24)	42,357,671.00	48,507,959.00	14.5%	Yes
2nd Subsequent Year (2024-25)	43,192,117.00	49,575,135.00	14.8%	Yes

Explanation:
(required if Yes)

Expenditures at First Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption	First Interim	Percent Change	Status
	Budget	Projected Year Totals		
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2022-23)	51,840,653.00	131,901,190.00	154.4%	Not Met
1st Subsequent Year (2023-24)	63,222,696.00	68,569,439.00	8.5%	Not Met
2nd Subsequent Year (2024-25)	50,361,078.00	68,467,015.00	36.0%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2022-23)	56,714,381.00	64,730,245.00	14.1%	Not Met
1st Subsequent Year (2023-24)	58,495,214.00	66,400,285.00	13.5%	Not Met
2nd Subsequent Year (2024-25)	59,647,569.00	67,861,092.00	13.8%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

1a. STANDARD NOT MET - One or more projected operating revenue have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

<p>Explanation: Federal Revenue (linked from 6A if NOT met)</p>	<p>The changes in Federal Revenue are attributed to recording all remaining CRRSA Act and American Recovery Plan ESSER funding in 2022-23; and removing that same revenue from the 1st subsequent year (2023-24).</p>
<p>Explanation: Other State Revenue (linked from 6A if NOT met)</p>	<p>The increased State Revenue in 2022-23 includes funding now available from the Learning Recovery Emergency grant, the Arts, Music and Instructional Materials Discretionary grant, the Literacy Coaches and Reading Specialists grant, as well as funding increase to the Expanded Learning Opportunities Program.</p>
<p>Explanation: Other Local Revenue (linked from 6A if NOT met)</p>	<p>The increase in Other Local Revenue is due to the increase in Special Education funding coming to the District from the local SELPA.</p>

1b. STANDARD NOT MET - One or more total operating expenditures have changed since budget adoption by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

<p>Explanation: Books and Supplies (linked from 6A if NOT met)</p>	<p>Expenditures at First Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.</p>
<p>Explanation: Services and Other Exps (linked from 6A if NOT met)</p>	<p>Expenditures at First Interim include programmed expenditures for pandemic relief funding as well as increased expenditures in the Expanded Learning Opportunity Program. The California CPI is applied to expenditures in the subsequent years.</p>

7. **CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statutes exclude the following resource codes from the total general fund expenditures calculation: 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690.

DATA ENTRY: Enter the Required Minimum Contribution if Budget data does not exist. Budget data that exist will be extracted; otherwise, enter budget data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	7,049,040.87	8,500,000.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7)		6,900,000.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District's Available Reserve Percentages (Criterion 10C, Line 9)	10.0%	10.0%	10.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	3.3%	3.3%	3.3%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)			
Current Year (2022-23)	(1,213,418.00)	157,596,615.00	.8%	Met	
1st Subsequent Year (2023-24)	7,012,879.00	160,402,989.00	N/A	Met	
2nd Subsequent Year (2024-25)	3,982,876.00	160,775,484.00	N/A	Met	

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2) (Form MYPI, Line D2)		
Current Year (2022-23)	142,224,730.00	Met	
1st Subsequent Year (2023-24)	139,573,448.00	Met	
2nd Subsequent Year (2024-25)	133,092,797.00	Met	

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2022-23)	141,199,621.00	Met	

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$75,000 (greater of) 0	to 300
4% or \$75,000 (greater of) 301	to 1,000
3% 1,001	to 30,000
2% 30,001	to 400,000
1% 400,001	and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	14,754.61	14,006.39	13,158.18
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? Yes
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s): _____

	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	269,799,545.00	271,681,566.00	272,751,003.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	269,799,545.00	271,681,566.00	272,751,003.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	8,093,986.35	8,150,446.98	8,182,530.09

- 6. Reserve Standard - by Amount
(\$75,000 for districts with less than 1,001 ADA, else 0)
- 7. District's Reserve Standard
(Greater of Line B5 or Line B6)

0.00	0.00	0.00
8,093,986.35	8,150,446.98	8,182,530.09

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year		
	Projected Year Totals (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	26,979,955.00	27,168,157.00	27,275,100.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8. District's Available Reserve Amount (Lines C1 thru C7)	26,979,955.00	27,168,157.00	27,275,100.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	10.00%	10.00%
District's Reserve Standard (Section 10B, Line 7):	8,093,986.35	8,150,446.98	8,182,530.09
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since budget adoption that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0% or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the First Interim's Current Year data will be extracted. Enter First Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the First Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the First Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund					
(Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2022-23)	(44,522,969.00)	(45,367,885.00)	1.9%	844,916.00	Met
1st Subsequent Year (2023-24)	(42,000,000.00)	(40,000,000.00)	-4.8%	(2,000,000.00)	Met
2nd Subsequent Year (2024-25)	(44,000,000.00)	(42,000,000.00)	-4.5%	(2,000,000.00)	Met
1b. Transfers In, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2022-23)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. MET - Projected transfers out have not changed since budget adoption by more than the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C)

b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption?

2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2022-23
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation	25	General Fund	General Fund	8,000,000
General Obligation Bonds	24	Debt Service	Debt Service	253,428,947
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2022-23
TOTAL:				261,428,947

Type of Commitment (continued)	Prior Year (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	2,847,479			
Certificates of Participation	160,000	575,500	575,500	575,500
General Obligation Bonds	16,641,951	16,641,951	16,641,951	16,641,951
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Total Annual Payments:	19,649,430	17,217,451	17,217,451	17,217,451

Has total annual payment increased over prior year (2021-22)?

No

No

No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

Explanation:
(Required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

1 a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities?

No

c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions?

No

	Budget Adoption (Form 01CS, Item S7A)	First Interim
2 OPEB Liabilities		
a. Total OPEB liability	116,493,007.00	107,747,770.00
b. OPEB plan(s) fiduciary net position (if applicable)	7,111,740.00	7,667,433.00
c. Total/Net OPEB liability (Line 2a minus Line 2b)	109,381,267.00	100,080,337.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.

Actuarial	Actuarial
Jun 30, 2021	Jun 30, 2022

3 OPEB Contributions

a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method

	Budget Adoption (Form 01CS, Item S7A)	First Interim
Current Year (2022-23)	0.00	0.00
1st Subsequent Year (2023-24)	0.00	0.00
2nd Subsequent Year (2024-25)	0.00	0.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)

Current Year (2022-23)	4,389,002.00	3,986,213.00
1st Subsequent Year (2023-24)	4,389,002.00	3,986,213.00
2nd Subsequent Year (2024-25)	4,389,002.00	3,986,213.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2022-23)	4,143,849.00	4,143,849.00
1st Subsequent Year (2023-24)	4,485,438.00	4,485,438.00
2nd Subsequent Year (2024-25)	4,729,144.00	4,729,144.00

d. Number of retirees receiving OPEB benefits

Current Year (2022-23)	219	227
1st Subsequent Year (2023-24)	220	220
2nd Subsequent Year (2024-25)	220	220

4. Comments:



S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4.

- 1 a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)
- b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities?
- c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions?

2 Self-Insurance Liabilities

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Accrued liability for self-insurance programs		
b. Unfunded liability for self-insurance programs		

3 Self-Insurance Contributions

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Required contribution (funding) for self-insurance programs		
Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		
b. Amount contributed (funded) for self-insurance programs		
Current Year (2022-23)		
1st Subsequent Year (2023-24)		
2nd Subsequent Year (2024-25)		

4 Comments:

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since budget adoption, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption?

No

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of certificated (non-management) full-time-equivalent (FTE) positions	798.0	860.0	848.0	836.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

[]

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

[]

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: []

End Date: []

5. Salary settlement:

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

No	No	No
----	----	----

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

[]

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

986,680

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

0	0	0
---	---	---

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Yes	Yes	Yes
12,620,424	12,620,424	12,620,424
77.8%	77.8%	77.80%
7.5%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No

If Yes, amount of new costs included in the interim and MYPs

0	0	0
---	---	---

If Yes, explain the nature of the new costs:

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Yes	Yes	Yes
1,095,725	1,109,969	1,124,399
1.3%	1.3%	1.3%

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

Certificated (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?

If Yes, complete number of FTEs, then skip to section S8C.
If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of classified (non-management) FTE positions	655.0	776.0	776.0	776.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

No

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Yes

Negotiations Settled Since Budget Adoption

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

n/a

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--	--

One Year Agreement

Total cost of salary settlement
% change in salary schedule from prior year
or

--	--	--	--

Multiyear Agreement

Total cost of salary settlement
% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

441,197

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	---------------------------	----------------------------------	----------------------------------

7. Amount included for any tentative salary schedule increases

0	0	0	0
---	---	---	---

Classified (Non-management) Health and Welfare (H&W) Benefits

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	6,575,040	6,575,040	6,575,040
3. Percent of H&W cost paid by employer	68.0%	68.0%	68.0%
4. Percent projected change in H&W cost over prior year	7.5%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are step & column adjustments included in the interim and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	418,475	423,915	429,426
3. Percent change in step & column over prior year	1.3%	1.3%	1.3%

Classified (Non-management) Attrition (layoffs and retirements)

	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Are savings from attrition included in the interim and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?

No

If Yes or n/a, complete number of FTEs, then skip to S9.
If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2021-22)	Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of management, supervisor, and confidential FTE positions	79.0	80.0	80.0	80.0

1a. Have any salary and benefit negotiations been settled since budget adoption?

No

If Yes, complete question 2.
If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?

Yes

If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

143,480

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

4. Amount included for any tentative salary schedule increases

0	0	0
---	---	---

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

1,424,592	1,424,592	1,424,592
77.8%	77.8%	77.8%
7.5%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step and column over prior year

Yes	Yes	Yes
145,007	146,892	148,802
1.3%	1.3%	1.3%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

Current Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
---------------------------	----------------------------------	----------------------------------

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

No	No	No

S9.

Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

.....

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.....

.....

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ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- | | |
|---|----------------------------------|
| A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No) | <input type="text" value="No"/> |
| A2. Is the system of personnel position control independent from the payroll system? | <input type="text" value="No"/> |
| A3. Is enrollment decreasing in both the prior and current fiscal years? | <input type="text" value="Yes"/> |
| A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year? | <input type="text" value="No"/> |
| A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | <input type="text" value="No"/> |
| A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees? | <input type="text" value="Yes"/> |
| A7. Is the district's financial system independent of the county office system? | <input type="text" value="No"/> |
| A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.) | <input type="text" value="No"/> |
| A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months? | <input type="text" value="Yes"/> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69. A9: A new Interim Assistant Superintendent of Business & Fiscal Services (CBO) was placed as of February 2022.

First Interim
Original Budget 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)

WWC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

First Interim
Board Approved Operating Budget 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

F - Fatal (Data must be corrected; an explanation is not allowed)

WWC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)

O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

First Interim
Actuals to Date 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-FUNDxOBJECT - (Fatal) - The following combinations for FUND and OBJECT are invalid. These account code combinations will not display in the fund forms and will result in an incorrect calculated ending fund balance (Object 979Z), causing the fund forms to be out of balance with Object 979Z. Your general ledger data must be corrected and the data reimported. If you believe these account code combinations are valid, please contact the CDE for assistance.

Exception

ACCOUNT	FUND	OBJECT	VALUE
FD - RS - PY - GO - FN - OB			
71-9010-0-0000-6000-3402	71	3402	\$680.30

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

First Interim
Projected Totals 2022-23
Technical Review Checks
Phase - All
Display - Exceptions Only

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- WWC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT VALIDATION CHECKS

CASHFLOW-PROVIDE - (Warning) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.)

Exception

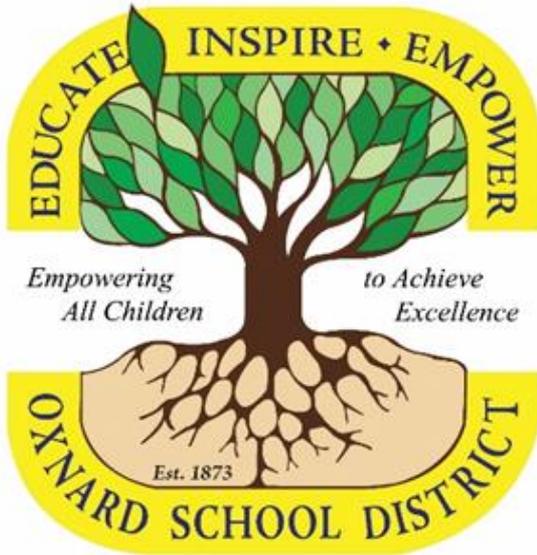
Explanation: An external Cash Flow projected through the end of Fiscal Year 2022-23 is provided.

CHK-UNBALANCED-A - (Warning) - Unbalanced and/or incomplete data exists in the following form(s) that should be corrected before an official export is completed. Please view the form(s) on screen and clear any "Unbalanced" or similar messages displayed in red. Note that forms GANN, SEMA, SEMB, and SEMAI request contact information.

Exception

FORM

Form SEMAI



First Interim Budget 2022-23 Fiscal Year

Presenters:

*Valerie Mitchell, MPPA
Interim Assistant Superintendent, Business and Fiscal Services*

*Mary Crandall Plasencia
Director of Finance*

December 14, 2022

2 Overview

Summary:

- *Budget to actual report based on year-to-date results*
- *Positive Certification of the district's financial condition*

Items to Review:

- Financial Reporting Timelines
- First Interim 2022-23 – Certification
- First Interim 2022-23 – Current Year Revenues and Expenses
- Multi-Year Projection Assumptions for 2023-24 and 2024-25



Financial Reporting Timelines

State Financial Reports

- ❑ Adopted Budget – June 30
- ❑ First Interim – December 15
- ❑ Second Interim – March 15
- ❑ Unaudited Actuals – September 15
- ❑ Independent Audit – January 15

Submitting a Positive Certification for First Interim 2022-23

The district is able to meet its financial obligations for this year and two subsequent years and will have a positive cash balance



4 Budget and Multiyear Assumptions

Planning Factor	2022-23	2023-24	2024-25
Estimated Funded ADA (Average Daily Attendance)	14,754.61	14,006.39	13,158.18
Funded UPP (Unduplicated Pupil Percentage)	90.81%	90.19%	90.05%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA & Augmentation (Planning COLA)	13.26%	5.38%	4.02%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	25.37%	25.20%	24.60%
Lottery - Unrestricted per ADA	\$170	\$170	\$170
Lottery - Prop 20 per ADA	\$67	\$67	\$67
Mandated Block Grant per ADA	\$34.94	\$36.82	\$38.30
CPI	5.75%	2.58%	2.20%
Routine Restricted Maintenance Account	3% of total GF expenditures	3% of total GF expenditures	3% of total GF expenditures
Health Benefits - Hard Cap with no anticipated changes	<i>Varies by Bargaining Unit</i>		



General Fund Summary Changes

2022-23 General Fund Summary Comparison Explanation of Changes from Original Budget

	Original Budget	1st Interim	Difference	Explanation
REVENUE:				
LCFF Funding	\$ 189,385,327	\$ 197,464,308	\$ 8,078,981	Increases due to (1) augmented COLA of 13.26%, (2) COVID-19 ADA relief for 2021-22, and (3) increase in Home-to-School Transportation funding.
Federal Revenue	\$ 18,408,818	\$ 37,252,533	\$ 18,843,715	Recognition of Federal carryover funding in Title programs and ESSER.
Other State Revenue	\$ 20,030,442	\$ 79,942,269	\$ 59,911,827	Increases due to (1) increase in Expanded Learning Opportunities Program, (2) new Arts, Music, & Instructional Materials grant, (3) new Learning Recovery Emergency grant, (4) increase in Special Education funding, and (5) new Literacy Coaches & Reading Specialists grant.
Other Local Revenue	\$ 13,401,393	\$ 14,706,388	\$ 1,304,995	Increase in local SELPA Special Education funding.
Total Change in Revenue			\$ 88,139,518	

EXPENDITURES:				
Certificated Salaries	\$ 97,309,058	\$ 103,636,142	\$ 6,327,084	Increases in Certificated and Classified salaries and benefits is due to budgeting of staffing costs in new programs, such as ELOP and Literacy Coaches. These increases are also impacted by salary increases agreed upon at the end of Fiscal Year 2021-22.
Classified Salaries	\$ 33,348,877	\$ 39,304,068	\$ 5,955,191	
Employee Benefits	\$ 54,031,112	\$ 55,890,975	\$ 1,859,863	
Books & Supplies	\$ 14,991,250	\$ 17,442,314	\$ 2,451,064	Increases in Supplies, Services & Operating Expenses, and Capital Outlay are due to budgeting of costs in new programs, such as ELOP and Literacy Coaches.
Services & Other Operating Expenses	\$ 40,923,131	\$ 47,287,931	\$ 6,364,800	
Capital Outlay	\$ 665,511	\$ 4,363,323	\$ 3,697,812	
Total Change in Expenditures			\$ 26,655,814	

6 Multiyear Projections - Summary

	2022-23	2023-24	2024-25
	First Interim	Projections	Projections
Revenues	\$329,365,498	\$269,030,284	\$266,270,352
Expenditures	\$269,799,545	\$271,681,566	\$272,751,003
Excess (Deficiency) of Revenue over Expenditures	\$59,565,953	(\$2,651,282)	(\$6,480,651)
Beginning Fund Balance	\$82,658,777	\$142,224,730	\$139,573,448
Total Ending Fund Balance	\$142,224,730	\$139,573,448	\$133,092,797
<u>Components of Ending Fund Balance</u>			
Reserve for Economic Uncertainty - Percentage	10.0%	10.0%	10.0%
Reserve for Economic Uncertainty	\$26,979,955	\$27,168,157	\$27,275,100
Non-Spendable (Stores & Revolving Cash)	\$120,000	\$120,000	\$120,000
Legally Restricted	\$83,799,970	\$74,135,809	\$63,672,282
Committed Funds	\$31,324,805	\$38,149,482	\$42,025,415
Undesignated/Unappropriated Fund Balance	\$0	\$0	\$0



7

Multi-year Projections - Detail

General Fund (Unrestricted & Restricted)	2022-23 1st Interim	2023-24 Projected	2024-25 Projected
Revenues			
Total LCFF Funding	\$197,464,308	\$200,460,845	\$197,803,337
Federal Revenues	\$37,252,533	\$13,252,533	\$13,650,109
Other State Revenues	\$79,942,269	\$40,610,518	\$40,110,518
Other Local Revenues	\$14,706,388	\$14,706,388	\$14,706,388
Total Revenues	\$329,365,498	\$269,030,284	\$266,270,352
Expenditures			
Certificated Salaries	\$103,636,142	\$104,010,932	\$104,390,594
Classified Salaries	\$39,304,068	\$39,815,021	\$40,332,616
Employee Benefits	\$55,890,975	\$56,643,809	\$56,461,553
Books & Supplies	\$17,442,314	\$17,892,326	\$18,285,957
Services & Other Operating Expenses	\$47,287,931	\$48,507,960	\$49,575,135
Capital Outlay	\$4,363,323	\$3,040,000	\$2,040,000
Other Outgo	\$2,301,660	\$2,301,660	\$2,301,660
Transfer of Indirect Costs	-\$426,868	-\$530,141	-\$636,512
Total Expenditures	\$269,799,545	\$271,681,566	\$272,751,003
Detail of Committed Balance			
Student Transportation/Bus Replacement	\$1,000,000	\$1,000,000	\$1,000,000
Technology Device Refresh	\$3,000,000	\$3,000,000	\$3,000,000
Instructional Materials Adoptions	\$2,000,000	\$2,000,000	\$2,000,000
Building Maintenance One-Time Funds	\$1,564,000	\$1,564,000	\$1,564,000
Financial Stability Reserve	\$23,760,805	\$30,585,482	\$34,461,415
Total Committed Balance	\$31,324,805	\$38,149,482	\$42,025,415



8 First Interim 2022-23 – Summary

- ❑ Reflects revisions to the current fiscal year
- ❑ Revised Multi-Year Projections
- ❑ Resulting “Positive Certification”
- ❑ Staff recommends approval of the 2022-23 First Interim Financial Report





Next Steps

January 2023	Governor's Proposed Budget for 2023-24
January – February 2023	Enrollment projections and staffing
February 2023	LCAP Supplement for 2022-23
January – June 2023	LCAP and Budget Development for 2023-24
March 2023	Second Interim Financial Report
June 2023	LCAP and Budget hearings and adoption for 2023-24



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section D: Action Items

**Approval of New Job Description: Special Education Teacher on Special Assignment (TOSA)
(Torres/Carroll)**

The district faces an increasing demand for special education teachers, and as a result of a shortage of teachers, the district hires new teachers or intern teachers. This requires additional support, in order to ensure that teachers have the skills and resources necessary, as they start out in the profession. This TOSA would support first and second-year teachers to help build capacity and allow us to retain and grow our new hires.

FISCAL IMPACT:

The position will be funded from LCFF/Supplemental/Concentrated funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the job description, as presented.

ADDITIONAL MATERIALS:

Attached: [SPED TOSA Job Description 12.14.2022 \(two pages\)](#)

OXNARD SCHOOL DISTRICT: HUMAN RESOURCES

Title: Special Education TOSA

- Qualifications:**
1. Bachelor's Degree
 2. Valid and appropriate California Teaching Credential, in compliance with the provisions of Title 5, *Administrative Code* 80002-8012 and *California Education Code* 44000-44665, Special Education credential
 3. Minimum of five (5) years teaching experience
 4. Must have been in the classroom at least one (1) year in the last five (5) years.
 5. Positive teacher evaluations in previous two years
 6. 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
 - d. strong organizational and interpersonal skills
 - e. effective oral and written communication skills
 - f. ability to work collaboratively with peers and administrators
 - g. ability to develop and deliver effective lessons
 - h. ability to demonstrate commitment to personal professional growth and learning
 7. Such alternatives to the above qualifications, as the District may find appropriate and acceptable.

Reports to: Assistant Superintendent, Educational Services or designee

Job Goal: Under the direction of the Assistant Superintendent, Educational Services or designee, the Special Education TOSA is responsible for supporting and assisting classroom teachers with the implementation of the district adopted curriculum and pedagogy related to Special Education instruction, writing and implementing Individualized Education Plans (IEPs), IEP goal tracking, and proctoring and/or implementing formal assessments for IEP reports. The overarching goal of Special Education TOSA is to support teachers to improve student learning.

The Special Education TOSA provides support to teachers in Socio-emotional Learning (SEL), Classroom management, English Language Arts (ELA), Integrated English Language Development (ELD), and/or mathematics, with an emphasis on students with disabilities. The Special Education TOSA supports the district's staff development plan, as outlined in the Local Control and Accountability Plan (LCAP), by providing professional development for teachers to improve instructional practice through delivery of lessons, presentations, and workshops.

Performance Responsibilities:

Essential functions may include, but are not limited to the following:

1. Assists teachers with the Development and implementation of daily lesson plans and small group activities, consistent with Common Core standards using assessment data.

2. Assists teachers with writing and implementing Individualized Education Plans (IEPs).
3. Models and assists teachers with holding IEPs, including but not limited to the proctoring formal assessments for IEP reports, goal writing, data tracking, and planning instruction to meet IEP goals.
4. Communicates with district and school personnel regarding case management.
5. Plans and uses appropriate instructional and learning strategies, activities, materials and equipment that reflect understanding or the learning styles and needs of identified students.
6. Participates in staff development activities to improve job-related skills.
7. Serves as a resource to classroom teachers to ensure that the specialized needs of students are met.
8. Works collaboratively with other support staff to provide assistance with the implementation of Behavior Intervention Plans (BIPs)
9. Performs additional related duties as assigned.

Knowledge of:

- Instructional design, curriculum development and materials selection
- Instructional needs of English learners, foster youth and low socio-economic status students
- Planning, designing and implementing effective Individualized Education Plans (IEPs)
- Multiple approaches to instruction and assessment
- Behavior Improvement Plans (BIPs)
- District data reporting and tracking systems
- Effective classroom management practices

Work Environment:

Employees in this position will be required to work indoors and outdoors in a school environment and come in direct contact with students, OSD staff, students, district staff, and the public.

Terms of Employment:

Salary, benefits and work year as provided by contract between the Board of Trustees and the Oxnard Educators Association.

Evaluation:

The evaluation and assessment of performance of certificated personnel in this position will be conducted by an administrator, 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: December 14, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading - Nondiscrimination in Employment BP 4030 (Torres/Carroll)

The policy has been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and highlighted in yellow, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the attached policy for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4030_ Nondiscrimination In Employment_update \(ten pages\)](#)

NONDISCRIMINATION IN EMPLOYMENT

The Board of Trustees prohibits discrimination against and/or harassment of district employees and job applicants at any district site or activity on the basis of actual or perceived race, ethnicity, nationality, religion, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 4032—Reasonable Accommodation)~~

~~(cf. 4033—Lactation Accommodation)~~

~~(cf. 4119.11/4219.11/4319.11—Sexual Harassment)~~

~~(cf. 4119.41/4219.41/4319.41—Employees with Infectious Disease)~~

~~(cf. 4154/4254/4354—Health and Welfare Benefits)~~

~~(cf. 5145.7—Sexual Harassment)~~

The Board of Trustees is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of adverse employment actions such as termination or denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities or that has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status
 - b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement
 - c. Requiring medical or psychological examination of a job applicant or making an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity
 - d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

~~The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.~~

~~(cf. 4032—Reasonable Accommodation)~~

~~(cf. 4154/4254/4354—Health and Welfare Benefits)~~

~~Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the~~

individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

(cf. 4033—Lactation Accommodation)

Prohibited discrimination or harassment consists of unwelcome conduct, whether verbal, physical, or visual, based on any of the prohibited categories of discrimination listed above that it is so severe and pervasive that it adversely affects an individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, reports an incident, testifies, assists, or in any way participates in the district's complaint process procedures instituted pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028).

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign releases of the employee's claim or right to file a claim against the district or a nondisparagement agreement or other document that has the purpose or effect of preventing the employee from disclosing information about harassment, discrimination, or other unlawful acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful. (Government Code 12964.5)

Any district employee who engages or participates in prohibited discrimination or harassment, or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior, shall be in violation of this policy and shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.4—Dismissal)

(cf. 4118—Suspension/Disciplinary Action)

(cf. 4218—Dismissal/Suspension/Disciplinary Action)

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or regulation should immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaints.

Complaints regarding employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with AR 4031 Complaints Concerning Discrimination in Employment procedures specified in the accompanying administrative regulation.

(cf. 4031 – Complaints Concerning Discrimination in Employment)

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

Training and Notifications

The Superintendent or designee shall provide use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, and discrimination, or other prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The district shall maintain and preserve all applications, personnel, membership, or employment referral records and files for at least four years after the records are initially created or received or, for an applicant or a terminated employee, for four years after the date the employment action was taken. However, when the district is notified that a complaint has been filed with the California Department of Fair Employment and Housing, records related to the employee involved shall be maintained and preserved until the later of the first date after the time for filing a civil action has expired or the first date after the complaint has been fully and finally disposed of and all administrative proceedings, civil actions, appeals, or related proceedings have been terminated. (Government Code 12946)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 11006-11086	Discrimination in employment
2 CCR 11023	Harassment and discrimination prevention and correction

2 CCR 11024	Required training and education on harassment based on sex, gender identity and expression, and sexual orientation
2 CCR 11027-11028	National origin and ancestry discrimination
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Civ. Code 51.7	Freedom from violence or intimidation
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex
Gov. Code 11135	Unlawful discrimination
Gov. Code 11138	Rules and regulations
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 12940-12952	Unlawful employment practices
Gov. Code 12960-12976	Unlawful employment practices; complaints
Pen. Code 422.56	Definitions, hate crimes
Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972
28 CFR 35.101-35.190	Americans with Disabilities Act
29 USC 621-634	Age Discrimination in Employment Act
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.6	Compliance information
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 104.8	Notice
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Dissemination of policy
34 CFR 110.1-110.39	Nondiscrimination on the basis of age
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11	Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age discrimination in federally assisted programs

Management Resources	Description
CA Dept of Fair Employment and Housing Publication	Transgender Rights in the Workplace
CA Dept of Fair Employment and Housing Publication	California Law Prohibits Workplace Discrimination and Harassment
CA Dept of Fair Employment and Housing Publication	Workplace Harassment Guide for California Employers
CA Dept of Fair Employment and Housing Publication	Your Rights and Obligations as a Pregnant Employee
Court Decision	Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837
Court Decision	Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863
U.S. DOE Office for Civil Rights Publication	Notice of Non-Discrimination, August 2010
U.S. Equal Employment Opportunity Comm Publication	Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. Equal Employment Opportunity Comm Publication	EEOC Compliance Manual
Website	California Department of Fair Employment and Housing
Website	U.S. Department of Education, Office for Civil Rights
Website	U.S. Equal Employment Opportunity Commission

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1240	Volunteer Assistance
1240	Volunteer Assistance
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures

1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
3312	Contracts
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3580	District Records
3580	District Records
3600	Consultants
4000	Concepts And Roles
4032	Reasonable Accommodation
4033	Lactation Accommodation
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112.4	Health Examinations
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4112.6	Personnel Files
4112.8	Employment Of Relatives
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.22	Dress And Grooming

4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.41	Employees With Infectious Disease
4131	Staff Development
4144	Complaints
4144	Complaints
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.4	Health Examinations
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4212.6	Personnel Files
4212.8	Employment Of Relatives
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4213.5	Working Remotely
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.41	Employees With Infectious Disease

4231	Staff Development
4244	Complaints
4244	Complaints
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.4	Health Examinations
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4312.6	Personnel Files
4312.8	Employment Of Relatives
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.41	Employees With Infectious Disease
4331	Staff Development
4344	Complaints
4344	Complaints
4351	Employee Compensation
4354	Health And Welfare Benefits

4354	Health And Welfare Benefits
4361.5	Military Leave
4361.8	Family Care And Medical Leave
9000	Role Of The Board
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Adopted: 11/02/2011

Revised: 08/24/2016; 01/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, First Reading

**First Reading - Revisions to Employee Notifications Exhibits 4112.9, 4212.9, 4312.9-E(1)
(Torres/Carroll)**

The exhibits have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and yellow highlight.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the attached exhibits for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [Exhibit 4112.9_4219.2_4312.9 Employee Notifications_Update \(15 pages\)](#)

EMPLOYEE NOTIFICATIONS

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 AR 4261.1 4361.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
<u>To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when principal believes needs the information for the protection of self or others when working with student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses</u>	<u>Welfare and Institutions Code 827</u>	<u>AR 4158</u> <u>4258</u> <u>4358</u>	<u>Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff</u>
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program
<u>To all employees working with homeless families</u>	<u>42 USC 11432</u>	<u>AR 6173</u>	<u>Duties of district liaison for homeless students</u>

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year

During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an

employee holding a position that

requires administrative or supervisory
credential, whose services are
terminated

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion

To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion

Education Code 48201 AR 4158
4258
4358

Student has committed specified act that constitutes ground for suspension or expulsion

To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending

5 CCR 80303

AR 4117.7
4317.7

Contents of state regulation re: report to Commission on Teacher Credentialing

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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III. To Classified Employees

When classified employee is subject to disciplinary action for cause, in nonmerit district

Education Code
45113

AR 4218

Notice of charges, right to hearing, timeline for requesting hearing

By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15

Education Code 45117 AR 4217.3

Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education Code 45117 AR 4217.3

District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

At least 60 days prior to the effective date of layoff, or by

Education Code 45117

AR 4217.3

Notice of layoff date, displacement and

April 29 for if the employee's position must be eliminated due to the expiration of a specially funded program that expires at end of school year
reemployment rights

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions
When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

IV. To Administrative/Supervisory Personnel

To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
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subsequent arrest notification

To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records
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When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
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V. To Individual Employees Under Special Circumstances (continued)

To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling, limitations

2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination: pregnancy, childbirth and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status, alleged misconduct
8 CCR 3204	Employees exposed to bloodborne pathogens standard
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records, specifically - breach of security
Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 37616	Notice of public hearing on year-round schedule
Ed. Code 44031	Personnel file contents, inspection
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices, certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures, districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified, administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees

Ed. Code 44955	Reduction in number of permanent employees
<u>Ed. Code 44955.5</u>	<u>Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance</u>
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45117	Notice of layoff, classified employees
Ed. Code 45169	Employee salary data, classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46162	Notice of public hearing on block schedule
<u>Ed. Code 48201</u>	<u>Transfer student's record for acts that resulted in suspension or expulsion</u>
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
<u>Lab. Code 230</u>	<u>Accommodations and leave for victims of domestic violence</u>
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications re: workers' compensation benefits
Lab. Code 5401	Workers' compensation, claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act, notification requirement

Pen. Code 11166.5	Employment, statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
Welfare and Institutions Code 827	Limited exception to juvenile court record
Federal	Description
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Dissemination of policy
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act, notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances

3514.2	Integrated Pest Management
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157.1	Work-Related Injuries

4158

4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257.1	Work-Related Injuries

4258

Employee Security (BP and AR)

4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files

Employee Security (BP and AR)

4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.6	Personnel Files

4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357.1	Work-Related Injuries
4358	Employee Security (BP and AR)
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.5	Military Leave
4361.8	Family Care And Medical Leave
6117	Year-Round Schedules
6173	Education for Homeless Children (BP/AR/E(1)/E(1))
9310	Board Policies
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9321	Closed Session

Adopted: 05/01/2016

Revised Date: 8/23/2017; **01/2023**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading - Revisions to Civil and Legal Rights BP 4119.1, 4219.1, 4319.1 (Torres/Carroll)

The policies have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and yellow highlights, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the attached policy for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4119.1_4219.1_4319.1_civil and legal rights_12.14.2022 \(seven pages\)](#)

CIVIL AND LEGAL RIGHTS

The Board of Trustees believes that the personal life of an employee is not an appropriate concern of the district, except as it may directly relate to the employee's performance of his/her duties. performance of the employee's duties.

An employee's religious or political activities, or lack thereof, shall not be grounds for any discrimination or disciplinary action by the district, provided that these activities do not violate law, Board policy, or administrative regulation.

(cf. 4030 – Nondiscrimination in Employment)

(cf. 4119.21/4219.21/4319.21 – Professional Standards)

(cf. 4119.25/4219.25/4319.25 – Political Activities of Employees)

District employees may engage in private, personal activities, including the exercise of their religious, political, cultural, social or other beliefs or activities, during personal time including when employees are not on duty or engaged in the supervision or instruction of students.

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee.

No employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

A teacher shall have the right to refuse to submit to any evaluation or survey conducted by the district concerning personal values, attitudes, and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs. (Education Code 49091.24)

Employees do not have a reasonable expectation of privacy with regards to district property under an employee's control including, but not limited to, desks, classrooms, offices, file cabinets, computers, or phones. As necessary to protect the health, welfare, or safety of students and staff, school officials may search such items in order to uncover evidence that the employee is violating the law, Board policy, administrative regulation, or other rules of the district or school.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

(~~cf. 3515—Campus Security~~)

(~~cf. 4040—Employee Use of Technology~~)

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, the County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation, ~~he/she~~ the employee has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102. 7, 1102.8)

No employee shall use or attempt to use ~~his/her~~ official authority status or influence to intimidate, threaten, coerce, or command, or attempt to intimidate, threaten, coerce, or command, another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

An employee who has disclosed improper governmental activity and believes that that ~~he/she~~ has subsequently been subjected to acts or attempted acts of reprisal have subsequently occurred shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, ~~he/she~~ the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against the employee, in accordance with Education Code 44114.

Protection Against Liability

No employee shall be liable for harm caused by ~~his/her~~ the employee's act or omission when acting within the scope of employment or district responsibilities, the employee's act or omission is in conformity with federal, state, and local laws, district policy, or administrative regulation, and the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school. (20 USC 7946)

For the protection against liability to apply, the act or omission must be in conformity with federal, state, and local laws and must be in furtherance of an effort to control, discipline, expel, or suspend a student, or to maintain order or control in the classroom or school. (20 USC 6736)

(cf. 3320—Claims and Actions Against the District)

(cf. 9260—Legal Protection)

The protection against liability shall not apply when: (20 USC 67367946)

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to the harmed person's right to safety.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
<u>Civ. Code 51</u> Ed. Code 200-262.4	<u>Unruh Civil Rights Act</u>
Ed. Code 44040	Discrimination based on employee's appearance before certain boards or committees
Ed. Code 44110-44114	Reporting by school employees of improper governmental activity

Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 49091.24	Teacher rights to refuse evaluation/survey of personal life
Ed. Code 7050-7058	Political activities of school officers and employees
Gov. Code 12650-12656	False claims actions
Gov. Code 12940- 12951 12953	Discrimination prohibited; unlawful practices
Gov. Code 3540.1	Public employment; definitions
Gov. Code 3543.5	Interference with employee's rights prohibited
Gov. Code 815.3	Intentional torts
Gov. Code 820-823	Tort claims act
Gov. Code 825.6	Indemnification of public entity
Lab. Code 1102.5-1106	Whistleblower protections

California Constitution Article 1, Section
Inalienable rights 1

Federal

18 USC 16

20 USC 1681-1688

~~20 USC 6731-6738~~7941-7948

42 USC 12101-12213

42 USC 2000d-2000d-7

42 USC 2000e-2000e-17

U.S. Constitution First Amendment

Management Resources

Court Decision

Court Decision

Court Decision

Court Decision

Description

Crime of violence defined; definition

Title IX of the Education Amendments of 1972; discrimination based on sex

Teacher liability protection

Americans with Disabilities Act

Title VI, Civil Rights Act of 1964

Title VII, Civil Rights Act of 1964, as amended

Free exercise, free speech, and establishment clause

Description

New Jersey Kennedy v. T.L.O., (1985) 468

U. Bremerton (2022) 142 S. 325 Ct. 2407

O'Conner New Jersey v. Ortega, (1987) 480 T.L.O. (1985) 469 U.S. 709 325

O'Conner v. Ortega (1987) 480 U.S. 709 CSU San Diego, (2007) 56 Cal.Rptr.3d 111

Ohton v. CSU San Diego (2007) 56 Cal.Rptr.3d 111 Ceballos, (2006) 543 U.S. 1186

Court Decision [Garcetti v. Ceballos \(2006\) 547 U.S. 410](#) [Crosier, \(2012\) 205 Cal.App.4th 685](#)

Court Decision [Hartnett v. Crosier \(2012\) 205 Cal.App.4th 685](#); [\(2011\) 658 F.3d 954](#)

[Website](#) [Court Decision](#) [Johnson v. Poway Unified School District](#) [CSBA District and County Office of Education Legal Services \(2011\) 658 F.3d 954](#)

Website California Office of the Attorney General

Cross References

Code	Description
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3320	Claims And Actions Against The District
3320	Claims And Actions Against The District
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3515	Campus Security
3515	Campus Security
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards

4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4132	Publication Or Creation Of Materials
4136	Nonschool Employment
4140	Bargaining Units
4144	Complaints
4144	Complaints
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4232	Publication or Creation of Materials
4236	Nonschool Employment
4240	Bargaining Units
4244	Complaints
4244	Complaints
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4332	Publication or Creation of Materials

4336	Nonschool Employment
4340	Bargaining Units
4344	Complaints
4344	Complaints
9260	Legal Protection

Adopted: 03/01/2004

Revised: ~~07/01/2012;~~ January 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading - Revisions to Bargaining Units BP 4140/4240/4340 (Torres/Carroll)

The policies have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and highlighted in yellow, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the attached policy for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 4140_4240_4340_Bargaining Units \(nine pages\)](#)

BARGAINING UNITS

The Board of Trustees recognizes the right of district employees to form a bargaining unit, and to select an employee organization as the exclusive representative of their unit, and be represented by that organization to represent the employees in their the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

~~(cf. 4141/4241—Collective Bargaining Agreement)~~

~~(cf. 4143/4243—Negotiations/Consultation)~~

~~Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.~~

Formation of Bargaining Units

~~The Board shall negotiate only with the exclusive representative of each bargaining unit. (Government Code 3543.3)~~

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

~~A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)~~

~~For this purpose, *supervisory employee* means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)~~

~~The district shall not dominate or interfere with the formation or administration of any employee Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their~~

membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)

(cf. 4119.1/4219.1/4319.1 – Civil and Legal Rights)

Management and Supervisory Employees

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such in the employment relationship with the district, such employees may represent themselves individually. For purposes other than negotiations and bargaining, such employees may or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

Management, supervisory, and confidential positions shall be classified as follows: (Government Code 3540.1)

~~1.~~ Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

~~2.~~ Supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment.

(cf. 4301 – Administrative Staff Organization)

~~3.~~ Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State

Description

8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment _{7z} certificated employees
Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment _{7z} classified employees
Ed. Code 45220-45320	Merit system _{7z} classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement

Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association
Website	Association of California School Administrators
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees

4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves

9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Adopted: 11/01/2011

Revised: 12/01/2020; **January 2023**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading - Revisions to Probationary/Permanent Status BP 4216 (Torres/Carroll)

The policy has been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red underline and highlighted in yellow, while language that will be deleted has been strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees review the attached policy for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: [OSD BP 4216 Prob_Perm_status \(two pages\)](#)

PROBATIONARY/PERMANENT STATUS

The Board of Trustees desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

~~Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed six months or 130 days whichever is longer of probationary service. Upon satisfactorily completing this period, they shall become permanent classified employees of the district.~~

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

~~(cf. 4215 – Evaluation/Supervision)~~

~~The Superintendent or designee may dismiss an employee during the initial probationary period.~~

~~The district may, without cause, dismiss a new employee during the probationary period.~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed six months or 130 days whichever is longer of service in that position ~~the probationary period.~~

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee ~~he/she~~ was promoted. (Education Code 45113, 45301)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45240-45320	Merit system

Management Resources	Description
Website	California School Employees Association

Cross References

Code	Description
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4215	Evaluation/Supervision
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361.11	Industrial Accident/Illness Leave

Adopted: 06/01/1996
 Revised: 10/01/2019; January 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption - Revisions to Williams Uniform Complaint Procedures AR and Exhibits 1312.4 (Torres/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 strikedthrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve and adopt the attached regulation and exhibit revisions to AR/E 1312.4 Williams Uniform Complaint Procedures, 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.

State	Description
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

Federal	Description
20 USC 6314	Title I schoolwide program

Management Resources	Description
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

Code	Description
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.

State	Description
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
Federal	Description
20 USC 6314	Title I schoolwide program
Management Resources	Description
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	
Code	Description
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 <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: December 14, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption - Revisions to 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:

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the revisions to Board Policy (BP) and Administrative Regulation (AR) 4119.11: Title IX Sexual Harassment, as presented.

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	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

4212.9	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4317.7	Employment Status Reports
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures

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 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	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
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

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	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4312.9	Employee Notifications

4317.7	Employment Status Reports
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption - 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 as recommended by CSBA (California School Boards Association) are presented for Second Reading and Adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the new Administrative Regulation (AR) and Exhibit (E) 4119.12: Title IX Sexual Harassment Complaint Procedures, as presented.

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.

State	Description
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	<u>Liability of parent or guardian for act of willful misconduct by a minor</u>
Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
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
Federal	Description
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
Management Resources	Description

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	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment

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:

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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	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
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3580	District Records
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4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption - Revisions to 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:

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the revisions to Board Policy (BP) and Administrative Regulation (AR) 4219.11: Title IX Sexual Harassment, as presented.

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

	Description
2 CCR 11006-11086	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	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	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

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	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4312.9	Employee Notifications

4317.7	Employment Status Reports
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures

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	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

4212.9	Employee Notifications
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4219.21	Professional Standards
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
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4244	Complaints
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4317.7	Employment Status Reports
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption - 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 second reading as recommended by CSBA (California School Boards Association).

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the new Administrative Regulation (AR) & Exhibit (E) 4219.12: Title IX Sexual Harassment Complaint Procedures, as presented.

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.

State	Description
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	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
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
Federal	Description
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
Management Resources	Description
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	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment

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.

State	Description
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	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
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
Federal	Description
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	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption - Revisions to 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:

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the revisions to Board Policy (BP) and Administrative Regulation (AR) 4319.11: Title IX Sexual Harassment, as presented.

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 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

(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

	Description
2 CCR 11006-11086	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	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
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

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	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4312.9	Employee Notifications

4317.7	Employment Status Reports
4319.12	<i>Title IX Sexual Harassment Complaint Procedures</i>
4319.12-E PDF(1)	<i>Title IX Sexual Harassment Complaint Procedures</i>
4319.21	Professional Standards
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	<i>Title IX Sexual Harassment Complaint Procedures</i>
5145.71-E PDF(1)	<i>Title IX Sexual Harassment Complaint Procedures</i>

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	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

	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	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4231	Staff Development
4244	Complaints
4312.9	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4317.7	Employment Status Reports
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4344	Complaints
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption - 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 as recommended by CSBA (California School Boards Association) are presented for Second Reading and Adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that that Board of Trustees approve and adopt the new Administrative Regulation (AR) and Exhibit (E) 4319.12: Title IX Sexual Harassment Complaint Procedures, as presented.

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.

State	Description
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	<u>Liability of parent or guardian for act of willful misconduct by a minor</u>
Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
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
Federal	Description
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
Management Resources	Description
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	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment

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.

State	Description
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	<u>Liability of parent or guardian for act of willful misconduct by a minor</u>
Civ. Code 51.9	<u>Liability for sexual harassment; business, service and professional relationships</u>
Ed. Code 200-262.4	<u>Prohibition of discrimination</u>
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
Federal	Description
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	CSBA District and County Office of Education Legal Services
Website	CSBA
Website	California Department of Education
Website	U.S. Department of Education, Office for Civil Rights

Cross References

Code	Description
1313	Civility
3580	District Records
3580	District Records
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4117.7	Employment Status Reports
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4317.7	Employment Status Reports
4319.11	Sexual Harassment

OSD BOARD AGENDA ITEM

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

Date of Meeting: December 14, 2022

Agenda Section: Section F: Board Policies, First Reading

Second Reading & Adoption - Revisions to 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

	Description
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	Liability of parent or guardian for act of willful misconduct by a minor
Civ. Code 51.9	Liability for sexual harassment; business, service and professional relationships
Ed. Code 200-262.4	Prohibition of discrimination
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
Federal References	Description
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
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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
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3515.4	Recovery For Property Loss Or Damage
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3580	District Records
4117.7	Employment Status Reports
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4119.11	Sexual Harassment
4131	Staff Development
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4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21	Professional Standards

4219.21-E PDF(1)	Professional Standards
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5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6 E PDF(1)	Parent/Guardian Notifications

5145.71

[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.

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OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: December 14, 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: December 14, 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: December 14, 2022

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, December 9, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A