

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA REGULAR BOARD MEETING Wednesday, March 2, 2022

5:00 PM - Open Meeting
5:30 PM - Closed Session to Follow
7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

March 2, 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 ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

A.2. Pledge of Allegiance to the Flag

Mrs. Rosario Almanza, Principal, Elm School, will introduce Amy Tellez, 2nd grade student in Ms. Manriquez's and Ms. Hernandez's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Princess Dones, 5th grade student in Ms. Patricia Ambriz's class at Elm School, and in Spanish by Marsela Alvarez, 5th grade student in Ms. Ela Ambriz's, Ms. Ortega's, and Mrs. Zendejas's class at Elm School.

A.4. Presentation by Elm School

Mrs. Rosario Almanza, Principal, will provide a short presentation to the Board regarding Elm. Assisting with the presentation will be Fifth Grade Leaders Dulce Villalba and Anthony Mosqueda in Mr. Cahue's class and Joshua Lopez, Abby Lucas, and Brisa Santiago in Ms. Ambriz, Ms. Ortega, and Mrs. Zendejas's class. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Assistant Superintendent of Human Resources. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- OAH Case #2021120542

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

- Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
- 2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
- 3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Interim Assistant Superintendent, Business & Fiscal Services (Ratification)

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

A.9. Report Out of Closed Session

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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.

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

Cordes ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

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

C.1. Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board approve the designation of Ms. Valerie Mitchell as Representative and Mrs. Norma Magaña as Alternate for the VCSSFA Board of Directors, as presented.

C.2. Certification of Signatures (Aguilera-Fort)

It is the recommendation of the Superintendent 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. Acceptance of Gifts (Aguilera-Fort)

Oxnard Educators Association presented a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2022. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association.

C.4. Purchase Order/Draft Payment Report #21-07 (Aguilera-Fort /Franz)

It is the recommendation of the Superintendent and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-07, as presented.

C.5. Approval for Out of State Conference Attendance (DeGenna/Shea)

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees approve of out of state travel for Dr. Ginger Shea, as presented.

C.6. Personnel Actions (Torres/Batista/Torres)

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

C.7. Establishment and 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.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.8. Approval of Amendment #1 to Agreement/MOU #21-171 – Ventura County Arts Council (DeGenna/Almanza)

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement/MOU #21-171 with Ventura County Arts Council, to add four (4) additional Visual Arts Classroom

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

Residencies to the existing agreement, in the amount of \$2,300.00 to be paid out of S/C Intervention Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.9. Ratification of Work Authorization Letter #8 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the McKinna Elementary School Reconstruction Project (Aguilera-Fort/Miller/CFW)

It is the recommendation of the Superintendent and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #8 for Master Agreement #13-129 with Knowland Construction Services, for DSA Inspector of Record (IOR) Services and In-Plant Inspections, in the amount of \$8,722.00, to be funded from the Master Construct and Implementation Program.

C.10. Ratification of Amendment #2 to Agreement #20-158 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #20-158 with VCOE, to adjust the total cost for providing Special Circumstances Paraeducator services for student #DP010810 through June 30, 2021, in the amount not to exceed \$4,929.10, to be paid out of Special Education Funds.

C.11. Ratification of Amendment #1 to Agreement #21-72 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #21-72 with California Department of Education – Child Development Division, for \$83,638.00 in additional funding to Oxnard School District, and a revised total maximum reimbursable amount of \$2,147,677.00 for the 2021-22 fiscal year.

C.12. Ratification of Amendment #2 to Agreement #21-72 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #2 to Agreement #21-72 with California Department of Education – Child Development Division., for \$75,915.00 in additional funding to Oxnard School District, for a revised total maximum reimbursable amount of \$2,223,592.00.

C.13. Ratification of Agreement #21-181 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-181 with the Ventura County Office of Education, for providing Special Circumstances Paraeducator Services to students #JV030409 and #DP010810 for the 2021-2022 school year, including Extended School Year, in the amount of \$66,825.02, to be paid out of Special Education Funds.

C.14. Ratification of Agreement #21-183, Dial Security – Alarm Monitoring/Maintenance Services (Aguilera-Fort/Miller)

It is the recommendation of the Superintendent and the Director of Facilities that the Board of

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

Trustees ratify Agreement #21-183 with Dial Security, to provide Alarm Monitoring and Maintenance Services for the period of October 1, 2021 through June 30, 2022, in the amount of \$108,830.16 to be paid out of the General Fund.

Section D: ACTION ITEMS

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

D.1. Reduction in Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution #21-17 (Torres/Batista)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees adopt the Reduction in Force and Resolution #21-17, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

D.2. Approval of Resolution #21-18 to Discontinue Classified Positions (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt Resolution #21-18 to Discontinue Classified Positions, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented:

- May 19, 2021 Regular Meeting
- May 22, 2021 Special Board Meeting
- June 2, 2021 Regular Board Meeting

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

Cordes ____, Martinez ____, Madrigal Lopez ____, 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 of Board Policy AR 5125 Student Records (DeGenna/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services that the Board of Trustees receive the revisions to Board Policy AR 5125 Student Records for first reading, as presented.

F.2. First Reading of Board Policy AR/BP 6158 Independent Study (DeGenna/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees receive the revision of Board Policy AR/BP 6158 Independent Study for first reading, as presented.

F.3. Second Reading and Adoption of Board Policy BP 6170.0 Transitional Kindergarten (DeGenna/Fox)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Teaching and Learning that the Board of Trustees adopt the revisions to Board Policy BP 6170.1 Transitional Kindergarten, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Martinez ____, Madrigal Lopez ____, 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:

Time Adjourned _____

ROLL CALL VOTE:

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

Cordes ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, February 25, 2022.

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

March 2, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 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: March 02, 2022

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case #2021120542
 - 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
 - Public Employee Appointment
 - Interim Assistant Superintendent, Business & Fiscal Services (Ratification)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 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: March 02, 2022

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 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.

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 2022

Agenda Section: Section C: Consent Agenda

Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Aguilera-Fort)

The Ventura County Schools Self-Funding Authority (VCSSFA), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the VCSSFA Board.

The Administration recommends that the Board approve the following designations to the VCSSFA Board:

- Representative: Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services
- Alternate: Mrs. Norma Magaña, Risk Manager, Risk Management

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board approve the designations to the VCSSFA Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIALS:

Attached: [Designation of VCSSFA Representative \(1 page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 2022

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Aguilera-Fort)

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 Superintendent, 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 March 3, 2022 through June 30, 2022.

Date of Board Action: March 2, 2022

Signature:



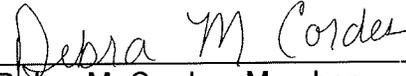
Dr. Karling Aguilera-Fort,
Superintendent/Secretary to
the Board of Trustees

PART I

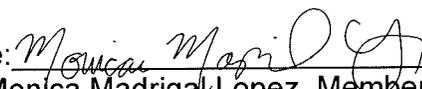
Signatures of Members of the Board

Signature: 

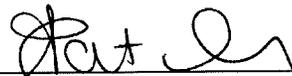
Veronica Robles-Solis, President
of the Board of Trustees

Signature: 

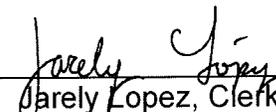
Debra M. Cordes, Member
of the Board of Trustees

Signature: 

Monica Madrigal Lopez, Member
of the Board of Trustees

Signature: 

Katalina Martinez, Member
of the Board of Trustees

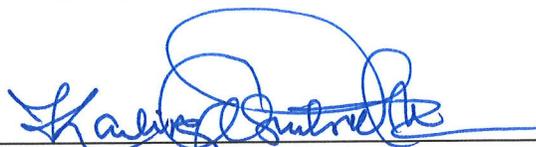
Signature: 

Jarely Lopez, Clerk
of the Board of Trustees

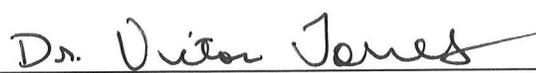
*Education Code Sections
42632, 42633

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. Victor 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: Assistant Superintendent, Educational Services

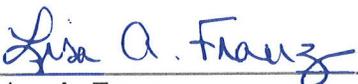
Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature:  _____

Mary Crandall 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: Karling Aguilera-Fort

Date of Meeting: March 02, 2022

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (Aguilera-Fort)

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2022. As teachers, OEA members believe that reading is a joyous experience that broadens the horizons and enriches the lives of all students. The teachers of the Oxnard School District were delighted to spend approximately \$1,500 for this donation of books.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association as outlined above.

ADDITIONAL MATERIALS:

Attached: [OEA Donation Letter 2022.pdf](#)

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

RECEIVED

FEB 22 2022

Superintendent's Office

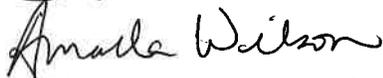
March 2, 2022

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

Dear Dr. Aguilera Fort,

During the week of March 2, 2022, the Oxnard Educators Association donated two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2022. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. The teachers of the Oxnard School District are delighted to have spent approximately \$1,500 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,



Stacie Thurman, President
Amanda Wilson, Vice President
Oxnard Educators Association

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 2022

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #21-07(Aguilera-Fort /Franz)

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

1. A listing of Purchase orders issued 01/21/2022 through 02/14/2022 for the 2021-2022 school year, for \$4,275,438.39.
2. There are no Draft Payments issued from 01/21/2022 through 02/14/2022, for the 2021-2022 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-07 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #21-07 \(8 Pages\)](#)

Includes Purchase Orders dated 01/21/2022 - 02/14/2022

PO Number	Vendor Name	Loc	Description	Order Amount
NP22-00052	Gold Star Foods	CNS	SUP	252.00
NP22-00053	P And R Paper Supply Co	CNS	SUP/MATL	1,766.20
NP22-00054	Gold Star Foods	CNS	SUP	2,295.00
NP22-00055	P And R Paper Supply Co	CNS	SUP	2,726.44
NP22-00056	P And R Paper Supply Co	CNS	MATL/SUP	2,190.00
NP22-00057	P And R Paper Supply Co	CNS	MATL/SUP	2,868.00
P22-01211	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES	2,000.00
P22-02598	VENTURA COUNTY ARTS COUNCIL	ELM	S/C INTERVENTION	4,887.50
P22-02599	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02600	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	1,863.37
P22-02601	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	510.74
P22-02602	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	1,352.63
P22-02603	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02604	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02605	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02606	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	1,947.49
P22-02607	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02608	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02609	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	510.74
P22-02610	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02611	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02612	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02613	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02614	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02615	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	18,106.43
P22-02616	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	18,106.43
P22-02617	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	6,400.69
P22-02618	Newsela, Inc	ELM	SUBSCRIPTIONS	4,009.41
P22-02619	School Tech Supply	FREMONT	Computer Supplies and Software	15,747.44
P22-02620	Raymond Geddes And Co Inc	ELM	MATI/SUPP-INSTRUCTIONAL	532.95
P22-02621	SEESAW LEARNING INC	ELM	ONLINE SUBSCRIPTIONS	1,386.00
P22-02622	Amazon Com	BREKKE	Emergency supplies	82.95

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

ESCAPE ONLINE

Page 1 of 8

Includes Purchase Orders dated 01/21/2022 - 02/14/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02623	Marie Callender's	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	162.62
P22-02624	Office Depot Bus Ser Div	KAMALA	Materials & Supplies	70.72
P22-02625	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	12.80
P22-02626	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	97.16
P22-02627	Amazon Com	RAMONA	Matl/Supp-LLI supplemental material (amazon)	282.33
P22-02628	Amazon Com	KAMALA	Materials & Supplies-Inst	227.66
P22-02629	Chef's Toys & Star Rest Equip	CNS	EQUIP	3,043.10
P22-02630	Amazon Com	MCKINNA	matl/sup-instructional	1,157.60
P22-02631	SOUTHERN CALIFORNIA PIZZA CO	CNS	SUP	500.00
P22-02632	NEW MANAGEMENT, INC	CHAVEZ	MATERIALS AND SUPPLIES-SAFETY	472.23
P22-02633	Ashton Awards Inc Aswell Troph y	HR	MATL/SUPP (Desk Name Plate)	42.06
P22-02634	Human Kinetics	SP & SO	matl/sup - Instructional Testing LCAP 1.18	250.43
P22-02635	Amazon Com	IT	MAT/SUP	190.61
P22-02636	CYBERTEK COMPUTER AND NETWORKI NG SERVICES	IT	Software (Barracuda)	3,920.40
P22-02637	Aswell Trophy And Engraving	ED SERVICES	MATL/SUPPL	21.85
P22-02638	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF-webinar.K.Aguilera-Fort. 1-21-22	260.00
P22-02639	California School Boards Assoc	SUPERINTENDEN	Executive Asst Certification Program	800.00
P22-02640	Amazon Com	SORIA	Matl/Sup - Instructional	69.14
P22-02641	Lowe's	ED SERVICES	MATL/SUP (Science B-WET Grant)	1,000.00
P22-02642	California School Boards Assoc	ED SERVICES	CONF (D. Valenzuela-Arenas)	400.00
P22-02643	Amazon Com	MARSHALL	Matl/Supp-Instructional	369.68
P22-02644	Div Of The State Architect	FACILITIES	Fees Lemonwood ECDC	19,598.68
P22-02645	Amazon Com	CURREN	bks/ mat - instructional	124.05
P22-02646	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS -INSTRUCTION	146.35
P22-02647	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTION	129.77
P22-02648	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTION	196.64
P22-02649	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTION	130.25
P22-02650	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTION	130.49
P22-02651	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTION	2,109.58
P22-02652	Positive Promotions	KAMALA	Materials & Supplies-Inst	1,079.81
P22-02653	SCHOOL TECH SUPPLY	CNS	COMPUTERS	48,068.94
P22-02654	PEARSON ASSESSMENT	Special Ed	MAT/SUPL	137.11
P22-02655	Lakeshore Learning Materials	MCKINNA	matl/sup-insturctional	2,399.13
P22-02656	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	MCKINNA	matl/sup-instructional	630.34
P22-02657	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	1,757.56
P22-02658	CDW G	SIERRA LINDA	Matl/Supp-Instruction	1,751.28
P22-02659	ATX LEARNING LLC	Special Ed	SERV(PARA-V. ALCANTAR)	34,212.50

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 01/21/2022 - 02/14/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02660	Office Depot Bus Ser Div	FRANK	MatlSup. - Instructional	286.99
P22-02661	Amazon Com	KAMALA	Materials & Supplies-INST	283.22
P22-02662	Amazon Com	KAMALA	Materials & Supplies-Admin	21.21
P22-02663	Amazon Com	ED SERVICES	Supp-	116.27
P22-02664	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	Supp-	435.91
P22-02665	MIND RESEARCH INSTITUTE	ED SERVICES	Supp-	626.44
P22-02666	California School Boards Assoc	BUSINESS	CONF-P.Lomeli.Cohort 2/2022 through 5/2022	400.00
P22-02667	CALIF SCHOOL NUTRITION ASSOC.	CNS	membership	55.00
P22-02668	Lowe's	FACILITIES	Materials and Supplies	313.42
P22-02669	Lakeshore Learning Materials	SIERRA LINDA	Mat/Sup - Instruction	257.74
P22-02670	Amazon Com	RISK MGMT	Office Materials and Supplies	29.02
P22-02671	Amazon Com	SIERRA LINDA	Mat/Sup - Instruction	18.10
P22-02672	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	390.68
P22-02673	School Health Corporation	WAREHOUSE	Stores Supplies	199.40
P22-02674	Grainger Inc	WAREHOUSE	Stores Supplies	405.62
P22-02675	Amazon Com	FACILITIES	Materials and Supplies	229.91
P22-02676	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	997.78
P22-02677	SCHOOL TECH SUPPLY	TRANSPORTATION	Computer Supplies	837.19
P22-02678	TEACHLOGIC LLC	MARSHALL	EQUIP/ OEFR GRANT (E.DOWD)	720.00
P22-02679	SCHOOL TECH SUPPLY	IT	Comp Sup	783.32
P22-02680	Aswell Trophy And Engraving	FREMONT	Materials and Supplies	932.12
P22-02681	Amazon Com	RITCHEN	MATL/SUP-Instructional	292.75
P22-02682	Amazon Com	FREMONT	MATERIALS AND SUPPLIES (Instructional)	101.31
P22-02683	Amazon Com	FREMONT	Materials and Supplies (Instructional)	358.86
P22-02684	Amazon Com	RITCHEN	MATL/SUP-Instructional	683.52
P22-02685	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	70.67
P22-02686	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	119.91
P22-02687	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	115.17
P22-02688	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	116.65
P22-02689	Amazon Com	FREMONT	Materials and Supplies (Instructional)	92.64
P22-02690	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	76.45
P22-02691	TOM HENSON HENSON MUSIC CENTER	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	512.56
P22-02692	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	971.91
P22-02693	Amazon Com	SORIA	Mat/Sup - Instructional	291.25
P22-02694	Walmart	MARSHALL	Mat/Supp-Instructional	273.13
P22-02695	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	469.41
P22-02696	Staples Direct	ELM	MATL/SUPP-INSTRUCTIONAL	321.68
P22-02697	School Specialty Inc	HARRINGTON	Materials & Supplies	428.35
P22-02698	Brainpop Com Llc	FREMONT	SOFTWARE LICENSES - INSTRUCTIONAL	2,395.00
P22-02699	Troxell Communications, Inc	ELM	MATL/SUPP-INSTRUCTIONAL	1,469.41

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.

ESCAPE ONLINE

Page 3 of 8

Includes Purchase Orders dated 01/21/2022 - 02/14/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02700	SCHOOL TECH SUPPLY	HARRINGTON	MATERIALS & SUPPLIES	1,070.44
P22-02701	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	LOPEZ	MATL/SUPPLY-INSTRUCTION	8,000.00
P22-02702	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	454.09
P22-02703	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	3,065.72
P22-02704	J AND A WELDING SERVICES INC	FACILITIES	Professional Services	3,000.00
P22-02705	Amazon Com	Pupil Srvs	Monitor Privacy Protector Alfredo G	59.61
P22-02706	Spartan Tool	FACILITIES	Equipment	3,920.51
P22-02707	Amazon Com	Pupil Srvs	Ear hook loop for Alfredo Gutierrez	22.01
P22-02708	SHERMAN GARNETT & ASSOCIATES	Pupil Srvs	Guidlines Student Records Book	59.61
P22-02709	Amazon Com	FREMONT	MTL/SUPL (OEFR GRANT -A.PADILLA)	568.86
P22-02710	Department Of Industrial Relat	FACILITIES	Conveyance Fees / McKinna	675.00
P22-02711	Amazon Com	FACILITIES	Materials and Supplies	414.99
P22-02712	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/EQUIP-MATL-SUP (LIBRARY FURNITURE)	93,773.06
P22-02713	Amazon Com	HARRINGTON	Mat/Sup - Instruction	36.04
P22-02714	CITY OF OXNARD	FACILITIES	Fees / Facilities	571.27
P22-02715	Amazon Com	CNS	MATL/SUP	1,085.08
P22-02716	John Wiley And Sons Inc	Special Ed	SOFTWARE APPS (TOBEY)	109.20
P22-02717	Chef's Toys & Star Rest Equip	CNS	MATL/SUP	4,442.53
P22-02718	BSN Sports	WAREHOUSE	Stores Supplies	1,428.47
P22-02719	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,099.35
P22-02720	Veritiv Operating Company	WAREHOUSE	Stores Supplies	12,634.11
P22-02721	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	FACILITIES	Vehicle Repair #159 / Claim # GHC0040777	3,008.66
P22-02722	POLAR KING INTL. INC	FACILITIES	Equipment / Facilities	54,752.15
P22-02723	LA LIBRERIA INC	ERC	Books	11,256.00
P22-02724	CN School & Office Sol, Inc Cu Iver-Newlin	KAMALA	SUPP COONC/EQUIP-MATL (TABLE)	6,534.94
P22-02725	Par Inc	Special Ed	MAT/SUPL	188.42
P22-02726	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	458.30
P22-02727	Amazon Com	Special Ed	MATLS/SUPPL(JEFFERSON-BOOKS PD)	852.63
P22-02728	Amazon Com	RAMONA	Matl/Supplies-CHAMPS incentives (amazon)	531.46
P22-02729	Amazon Com	SIERRA LINDA	MaterialS/Supplies (T.Letfwich)	205.84
P22-02730	Amazon Com	SIERRA LINDA	Material/Supplies (Ms. Reis-RSP)	236.04
P22-02731	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	679.56
P22-02732	Perma Bound Books	ERC	Classroom Library	307,337.05
P22-02733	SCHOOL TECH SUPPLY	HARRINGTON	COMPUTER SUPPLIES	1,083.71
P22-02734	SCHOOL TECH SUPPLY	ROSE	MATL/SUPP	334.91
P22-02735	SCHOOL TECH SUPPLY	ASES	MTRL/SUP	520.01
P22-02736	Scada Access, Inc. CyberReef S olutions, Inc.	IT	Software	1,200.00
P22-02737	Amazon Com	ASES	MATL/SUP	127.68
P22-02738	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF- LCAP 1.4 (Title II)	17,000.00
P22-02739	Amazon Com	HR	MATL/SUP	159.33

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

ESCAPE ONLINE

Page 4 of 8

Includes Purchase Orders dated 01/21/2022 - 02/14/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02740	UPS - FREIGHT	Special Ed	Postage	1,500.00
P22-02741	Amazon Com	ASES	MATL/SUP	862.24
P22-02742	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	1,660.26
P22-02743	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	1,307.80
P22-02744	360 Degree Customer, Inc	Special Ed	SERV(B. COVARRRUBIAS)	48,769.20
P22-02745	360 Degree Customer, Inc	Special Ed	SERV(C. SPENCER)	140,400.00
P22-02746	360 Degree Customer, Inc	Special Ed	SERV(C.WU)	140,400.00
P22-02747	Amazon Com	ASES	MTRL/SUP	95.39
P22-02748	Amazon Com	SUPERINTENDEN	BOOK ORDER	341.06
P22-02749	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	TCHG & LRNG	TITLE 1/SERV	39,720.00
P22-02750	Ventura Co Office Of Education	Special Ed	SERV (SESS SERVICES)	172,800.00
P22-02751	TOM HENSON HENSON MUSIC CENTER	ASES	MATL/SUP	819.38
P22-02752	Nick Rail Music	ASES	MATL/SUP	819.38
P22-02753	Monster Technology LLC	HR	MATL/SUPP (Printer toner)	830.30
P22-02754	Amazon Com	MARSHALL	Matl/Supp-Instructional	109.15
P22-02755	Amazon Com	MARSHALL	Matk/Supp-Instructional	359.84
P22-02756	Amazon Com	BREKKE	Office Privacy	94.61
P22-02757	Amazon Com	SIERRA LINDA	Material /Sup-Instr. Newman	248.70
P22-02758	Amazon Com	SIERRA LINDA	Material/Sup-Instru.. Saldana	212.24
P22-02759	Amazon Com	SIERRA LINDA	Material/Sup-Inst. Laski	232.85
P22-02760	Amazon Com	LEMONWOOD	MAT/SUPPLIES (instructional)	543.74
P22-02761	Amazon Com	KAMALA	Materials & Supplies-Inst	152.03
P22-02762	Amazon Com	LEMONWOOD	BOOKS (instructional)	139.60
P22-02763	Amazon Com	LEMONWOOD	BOOKS (Instructional)	135.09
P22-02764	Amazon Com	LEMONWOOD	BOOKS (Instructional)	164.36
P22-02765	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	155.63
P22-02766	EAI Education Inc	BREKKE	5th Grade Materials	782.97
P22-02767	Lakeshore Learning Materials	SIERRA LINDA	MATERIAL/Sup-Inst. Pichardo	207.53
P22-02768	Maad Graphics	SIERRA LINDA	Material/Sup-Instru. (INCENTIVES)	690.21
P22-02769	Natl School Public Relations	ASES	MTRL/SUPL	68.00
P22-02770	Gopher	FRANK	MTLS/SUPL (PRATER-PE EQUIP)	315.52
P22-02771	Lowe's	SIERRA LINDA	Material/Sup-Intruction	200.00
P22-02772	CN School & Office Sol, Inc Cu Iver-Newlin	SIERRA LINDA	EQUIP (NEW FRONT COUNTER)	2,602.20
P22-02773	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	SERV	1,575.00
P22-02774	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	SERV	2,100.00
P22-02775	Monterey Marriott	PERSONNEL	conf	3,306.06
P22-02776	Lowe's	MARSHALL	Matl/Supp-Instructional	353.32
P22-02777	Uline	DRIFFILL	MATL/SUPP-DIFFER	166.58
P22-02778	Oxnard Chamber Of Commerce	SUPERINTENDEN	Membership	790.00
P22-02779	Amazon Com	LOPEZ	EQUIP/MTLS- OEFR GRANT (N.DRIVER)	735.55
P22-02780	SMART AND FINAL-C.I. BLVD	MARSHALL	Matl/Supp-Instructional	142.03
P22-02781	BSN Sports	MCAULIFFE	Materials/Supplies- Instructional	2,263.66

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

ESCAPE ONLINE

Page 5 of 8

Includes Purchase Orders dated 01/21/2022 - 02/14/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02782	Edpuzzle Inc	TCHG & LRNG	Software Licenses LCAP1.2 (LCFF) TOSAS	1,450.00
P22-02783	Apple Computer Inc	IT	COMP SUP	2,311,896.88
P22-02784	Extreme Clean	WAREHOUSE	Stores Supplies	2,367.99
P22-02785	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,786.00
P22-02786	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,587.44
P22-02787	COMPUWAVE	RITCHEN	MATL/SUP-Instructional	388.93
P22-02788	Vogue Sign Company	ED SERVICES	MTRL/SUPL	600.88
P22-02789	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	102.75
P22-02790	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	115.29
P22-02791	Amazon Com	FREMONT	Materials and Supplies (Instructional)	38.43
P22-02792	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	129.41
P22-02793	COSTCO WHOLESALE CORPORATION	MARSHALL	Matl/Supp-Instructional	163.88
P22-02794	JOSE C. CASTANEDA PROVISION EN TERTAINMENT DJS	MARSHALL	Service	300.00
P22-02795	ACSA/FEA	SUPERINTENDEN	ACSA Lead With Pride Summit	449.00
P22-02796	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	MARSHALL	Matl/Supp-Instructional	619.45
P22-02797	TITAN TECHNOLOGY DISTR, INC. T ITAN SAFETY PRODUCTS	PURCHASING	MTLS/SUPL (COVID TESTS)	12,285.71
P22-02798	Amazon Com	SORIA	Matl/Sup - Instructional	524.60
P22-02799	Amazon Com	SORIA	Matl/Sup - Instructional	25.70
P22-02800	CalSPRA	ASES	CONF	575.00
P22-02801	Amazon Com	MARSHALL	Matl/Supp- Instructional	227.05
P22-02802	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	440.07
P22-02803	Amazon Com	RAMONA	Matl Supplies/communication (amazon)	654.01
P22-02804	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	ED SERVICES	SERV	1,796.07
P22-02805	CLARE STEELE	ED SERVICES	SERV (NOAA B-WET GRANT)	1,000.00
P22-02806	EMILY JEAN LUEBKER FAIRFAX	ED SERVICES	SERV (NOAA B-WET GRANT)	1,000.00
P22-02807	Perma Bound Books	HARRINGTON	MATERIALS & SUPPLIES- LCAP Goal 1	5,462.50
P22-02808	School Outfitters	LOPEZ	MATL/SUPPLY-INSTRUCTION	4,902.80
P22-02809	VARI SALES CORP.	ROSE	MATL/SUPP	3,392.21
P22-02810	Magnatag Visible Systems	TRANSPORTATIO	Materials	2,228.66
P22-02811	Perma Bound Books	ERC	Classroom Library	4,073.36
P22-02812	Amazon Com	MCKINNA	matl/sup-instructional	1,386.13
P22-02813	GATEWAY EDUCATION HOLDINGS LLC SAVVAS LEARNING CO., LLC	ERC	Textbooks	1,404.81
P22-02814	Lakeshore Learning Materials	Special Ed	matl's	268.12
P22-02815	Lakeshore Learning Materials	Special Ed	Material	262.16
P22-02816	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	books- Instructional	6,694.76
P22-02817	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	Books-Instructional	2,881.21
P22-02818	Amazon Com	FREMONT	Materials and Supplies (Instructional)	144.07
P22-02819	Amazon Com	MCKINNA	matl/sup-instructional	343.17
P22-02820	360 Degree Customer, Inc	Special Ed	SERV(PARA-P.BATAUSA)	54,250.00

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

ESCAPE ONLINE

Page 6 of 8

Includes Purchase Orders dated 01/21/2022 - 02/14/2022

PO Number	Vendor Name	Loc	Description	Order Amount	
P22-02821	360 Degree Customer, Inc	Special Ed	SERV(PARA-C.RAYA)	49,000.00	
P22-02822	360 Degree Customer, Inc	Special Ed	SERV(PARA-K.HUMMINGBIRD)	47,250.00	
P22-02823	360 Degree Customer, Inc	Special Ed	SERV(PARA-J.PEDRAZA)	49,000.00	
P22-02824	360 Degree Customer, Inc	Special Ed	SERV(PARA-A.CHISMAR)	49,000.00	
P22-02825	360 Degree Customer, Inc	Special Ed	SERV(PARA-J. NAVARRO)	56,000.00	
P22-02826	360 Degree Customer, Inc	Special Ed	SERV(PARA-G. REYES)	52,500.00	
P22-02827	360 Degree Customer, Inc	Special Ed	SERV(PARA-C.SERRATO)	52,500.00	
P22-02828	360 Degree Customer, Inc	Special Ed	SERV(PARA-G.DOREGIOUS)	43,750.00	
P22-02829	Amazon Com	Special Ed	Matl's	40.53	
P22-02830	Amazon Com	Special Ed	Matl's	310.05	
P22-02831	General Binding Corp.	MARINA	MAINT-instruction	664.35	
P22-02832	DUDE SOLUTIONS INC	FACILITIES	Conference for Dana M. Shirly B, Kenneth N.	897.00	
P22-02833	Positive Promotions	MCKINNA	matl/sup-instructional	855.38	
P22-02834	General Binding Corp.	MCKINNA	non cap equip-instructional	2,615.14	
P22-02835	SMEKENS EDUCATION SOLUTIONS TH E LITERACY STORE	BREKKE	Teachers Conference	717.00	
P22-02836	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	CNS	MATL/SUP	795.34	
P22-02837	VANAMAN GERMAN LLP	Special Ed	SERV-attorney fees, SPED	8,500.00	
P22-02838	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	246.60	
P22-02839	CSPCA	HR	CONF (V.Torres)	799.00	
P22-02840	CA Dept of Social Svcs Communi ty Care Licensing	EARLY CHILDHOC	SERV	242.00	
P22-02841	School Health Corporation	WAREHOUSE	Stores Supplies	714.23	
P22-02842	Hyatt Regency Sacramento	ASES	CONF	933.06	
P22-02843	DocuSign, Inc.	HR	Serv	5,853.16	
P22-02844	HYATT CORPORATION DBA. THE SEA BIRD RESORT	SUPERINTENDEN	ACSA's Inaugural Lead with Pride Summit Hotel	558.93	
P22-02845	Credential Counselors and Ana lysts of California	HR	MEMB	120.00	
P22-02846	Embassy Suites San Diego Bay	E&S P	Conf - LCAP 1.11	1,854.72	
P22-02847	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	365.11	
P22-02848	Uline	WAREHOUSE	Stores Supplies	607.33	
Total Number of POs			258	Total	4,275,438.39

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	239	4,184,626.93
120	CHILD DEVELOPMENT FUND	4	553.88
130	CAFETERIA FUND	13	70,087.63
140	DEFERRED MAINTENANCE FUND	1	571.27
214	BOND FUND MEASURE D 2016	1	19,598.68
Total Fiscal Year 2022			4,275,438.39
Total			4,275,438.39

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

ESCAPE ONLINE

Includes Purchase Orders dated 01/21/2022 - 02/14/2022

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-00768	51,740.58	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	4,367.84
P21-01937	48,282.80	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	9,230.86
P22-00008	972,360.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	767,360.00
P22-00112	45,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	25,000.00
P22-00122	25,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P22-00126	20,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,575.00
P22-00167	35,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,000.00
P22-00169	10,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P22-00224	16,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,500.00
P22-00263	13,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,000.00
P22-00356	30,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10,000.00-
P22-00370	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	114.75-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,614.75
			Total PO P22-00370	4,500.00
P22-00404	35,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9,714.21
P22-00487	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,000.00-
P22-00575	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-00579	4,260.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	955.33
P22-00664	2,500.00	010-5500	GENERAL FUND/OPERATION AND HOUSEKEEPING	1,500.00
P22-00760	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P22-00812	2,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,507.50
P22-00884	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-00979	477.08	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	27.56-
P22-00996	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-01474	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,253.97
P22-01800	236.09	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	14.91-
P22-01832	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P22-02130	25,602.50	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	89,157.50-
P22-02188	75,031.10	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9,778.16
		010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	11,790.50
			Total PO P22-02188	21,568.66
P22-02290	245.39	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.15-
P22-02334	230.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.48-
P22-02378	394.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.38
P22-02491	287.53	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	343.61-
P22-02520	513.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.59-
P22-02524	281.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.72
P22-02533	10,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	8,000.00
P22-02559	483.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	13.09-
			Total PO Changes	790,547.58

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

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section C: Consent Agenda

Approval for Out of State Conference Attendance (DeGenna/Shea)

The Board's approval is requested for Dr. Ginger Shea, Director of Enrichment and Specialized Programs, (Attendee) to attend the 2022 National Afterschool Association (NAA) Convention in Las Vegas, Nevada March 20 through March 23, 2022. This year's theme is "In Unity with Community for Opportunity". The convention offers educational sessions, special networking events, daily keynotes, and an interactive Learning Expo-all designed to meet the needs of afterschool professionals and leaders.

FISCAL IMPACT:

Not to exceed \$3,000.00 for registration, airfare, ground travel, lodging and meals to be paid from ASES funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees approved of out of state travel as outlined above.

ADDITIONAL MATERIALS:

Attached: [NAA Conference Details \(4 pgs\).pdf](#)

[CLICK HERE TO GET STARTED](#)

PARTICIPANT PRICING

REGISTER BY
OCTOBER 15,
2021:

\$560

REGISTER BY
JANUARY 14,
2022:

\$580

REGISTER BY
MARCH 4,
2022:

\$595

REGISTER
AFTER
MARCH 5,
2022 AND
ON-SITE:

\$640

LEAD
PRESENTER:

\$380

EXHIBITOR PRICING

REGISTER BY DECEMBER 31, 2021
• 1000 sq ft booth \$10,000
• 2000 sq ft booth \$15,000
• 3000 sq ft booth \$20,000

REGISTER NOVEMBER 1, 2021 - MARCH 1, 2022
• 1000 sq ft booth \$12,000
• 2000 sq ft booth \$18,000
• 3000 sq ft booth \$25,000

[Make the Case to Participate in NAA22](#)

NAA22 SPONSORS

Diamond Sponsor



EZChildTrack
CHILDCARE MANAGEMENT SOFTWARE

SUNDAY 3/20	MONDAY 3/21	TUESDAY 3/22	WEDNESDAY 3/23
REGISTRATION & HELP DESK OPEN ALL DAY			HELP DESK OPEN AM
LEADERSHIP PRE-CON SESSIONS ALL DAY	LEARNING EXPO OPEN ALL DAY		LEARNING AND NETWORKING SESSIONS
CONVENTION BEGINS 5:00PM	LEARNING SESSIONS & LEADERSHIP INTENSIVES		LEARNING AND NETWORKING SESSIONS
GENERAL SESSION 1 Roll Call of States Rally for Afterschool Community Showcases	GENERAL SESSION 2 Keynote Community Showcases	GENERAL SESSION 3 Keynote Community Showcases	CONVENTION ENDS 12:00PM
WELCOME RECEPTION IN LEARNING EXPO	LEARNING SESSIONS & LEADERSHIP INTENSIVES		
STATE MEETUPS	NETWORKING WITH EXHIBITORS IN LEARNING EXPO & LUNCH		
	LEARNING SESSIONS & LEADERSHIP INTENSIVES		
	NETWORKING EVENTS		

NAA22 SPONSORS

Diamond Sponsor



EZChildTrack
 CHILDCARE MANAGEMENT SOFTWARE

to explore new perspectives, make key connections, and build lasting relationships that will strengthen the afterschool field and the profession. Are you ready to go all-in?

Get More Information and Register

[\(https://na.eventscloud.com/website/30572/home/\)](https://na.eventscloud.com/website/30572/home/)

Make the Case!

The NAA22 Convention will bring together the afterschool field in UNITY with commUNITY for a can't miss opportUNITY. Our Make the Case Guide offers three steps to help you advocate for participating.  [Use this guide \(102 KB\) \(/all-documents/43-naa22-make-the-case-docx\)](#) to garner the support and approval that you need!

Save the Date for Future NAA Convention dates and locations:

March 19 – 22, 2023 – Orlando, FL – *Gaylord Palms*

March 17 – 20, 2024 – Dallas, TX – *Hyatt Regency Dallas*

March 9-12, 2025 - Nashville, TN - *Gaylord Opryland*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: March 02, 2022

Agenda Section: Section C: Consent Agenda

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

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 3.2.22 \(three pages\)](#)
[Certificated Personnel Actions 03022022 \(one page\)](#)

New Hires

Abarca, Celeste	Paraeducator – General Education, Position #10687 Marshall 8.0 hrs./183 days	02/09/2022
Brock, Hannah T.	Speech Language Pathology Assistant, Position #10564 Special Education 8.0 hrs./183 days	02/07/2022
Gallegos Gaona, Lucina L.	Library Media Technician, Position #1849 Elm 5.0 hrs./190 days	02/01/2022
Lainez, Sintya M.	Paraeducator – General Education, Position #10664 Elm 8.0 hrs./183 days	02/15/2022
Lopez, Itzel	Speech Language Pathology Assistant, Position #10562 Special Education 8.0 hrs./183 days	02/14/2022
Lopez, Leticia	Campus Assistant, Position #6517 Sierra Linda 4.0 hrs./180 days	02/01/2022
Rodriguez, Anthony W.	Custodian, Position #2399 Soria 8.0 hrs./246 days	02/15/2022
Villa, Alejandra	Campus Assistant, Position #10754 Frank 5.25 hrs./180 days	02/10/2022

Limited Term/Substitutes

Chaparro, Mary C.	Clerical (substitute)	01/28/2022
Chavez, Nina	Campus Assistant (substitute)	02/14/2022
Gasperi-Jacobsen, Cassandra R.	Campus Assistant (substitute)	01/13/2022
Jimenez, Steven E.	Clerical (substitute)	02/03/2022
Ponce, Mayra	Campus Assistant (substitute)	01/31/2022
Saucedo, Jose L.	Clerical (substitute)	02/04/2022

Promotions

Mendoza, Maribel	Outreach Specialist, Position #2687 McAuliffe 8.0 hrs./180 days Paraeducator III, Position #10600 Special Education 8.0 hrs./183 days	02/14/2022
Slagboom, Ana Maria E.	Paraeducator – Hearing Impaired, Position #9499 San Miguel 5.75 hrs./183 days Paraeducator II, Position #2143 Ritchen 5.75 hrs./183 days	02/28/2022

Transfers

Ayala, Rocio A.	Child Nutrition Worker, Position #2219 Frank 5.0 hrs./185 days Child Nutrition Worker, Position #2159 Harrington 5.0 hrs./185 days	02/22/2022
Cano, Valerie	Language Assessment Technician, Position #2439 Enrollment Center 5.5 hrs./246 days Language Assessment Technician, Position #2441 Enrollment Center 5.5 hrs./246 days	02/14/2022
Esparza, Lydia A.	Campus Assistant, Position #6817	03/07/2022

	Curren 5.75 hrs./180 days	
	Campus Assistant, Position #7150	
	Fremont 5.25 hrs./180 days	
Hernandez, Irene	Health Care Technician, Position #10272	02/22/2022
	Pupil Services 7.0 hrs./183 days	
	Health Care Technician, Position #2943	
	Pupil Services 7.0 hrs./183 days	
Serrano, Yvonne	Office Assistant II, Position #10169	02/07/2022
	Lopez 5.0 hrs./203 days	
	Office Assistant II, Position #10169	
	Lopez 3.0 hrs./203 days	

Administrative Transfers

Frias Perez, Veronica	Child Nutrition Worker, Position #2854	01/07/2022
	Ramona 5.0 hrs./185 days	
	Child Nutrition Worker, Position #2054	
	Kamala 5.0 hrs./185 days	
Morales, Maria A.	Child Nutrition Worker, Position #1829	01/07/2022
	Marshall 5.0 hrs./185 days	
	Child Nutrition Worker, Position #1831	
	Elm 5.0 hrs./185 days	
Rodriguez, Deborah C.	Child Nutrition Worker, Position #1831	01/07/2022
	Elm 5.0 hrs./185 days	
	Child Nutrition Worker, Position #2854	
	Ramona 5.0 hrs./185 days	
Sanchez, Rosa I.	Child Nutrition Cafeteria Coordinator, Position #2173	01/07/2022
	Ritchen 8.0 hrs./189 days	
	Child Nutrition Cafeteria Coordinator, Position #1388	
	Ramona 8.0 hrs./189 days	

New Position

Isais, Marilu	Paraeducator – General Education, Position #10690	02/22/2022
	Chavez 8.0 hrs./183 days	
	Preschool Assistant, Position #988	
	Driffill 3.0 hrs./183 days	

Extended Leave of Absence

Gonzalez, Dario	Lead Custodian, position #914	01/03/2022 – 02/28/2022
	Rose Avenue 8.0 hrs./246 days	

Resignations

Cervantes Godinez, Rosa E.	Paraeducator III, Position #1943	02/23/2022
	Special Education 5.75 hrs./183 days	
Covarrubias, Lizette	Senior Payroll Technician, Position #9178	02/28/2022
	Budget & Finance 8.0 hrs./246 days	
Hernandez Quintana, Linda G.	Language Assessment Technician, Position #2443	02/11/2022
	Enrollment Center 5.5 hrs./246 days	
Herrera, Angela L.	Paraeducator II, Position #9304	02/25/2022

Martinez-Bravo, Sara E.	Frank 5.75 hrs./183 days Preschool Assistant, Position #2147	02/08/2022
Mendoza, Alejandro	Sierra Linda 3.0 hrs./183 days Paraeducator III, Position #7493	02/18/2022
Navarrete, Maria de Jesus	Curren 5.75 hrs./183 days Preschool Assistant, Position #945	02/10/2022
Quintanilla, Alba	Rose Avenue 3.0 hrs./183 days Paraeducator II, Position #2194	02/11/2022
Rodriguez, Raquel	Harrington 5.75 hrs./183 days Outreach Specialist, Position #2614	02/10/2022
Silva, Vereia D.	Rose Avenue 8.0 hrs./180 days Custodian, Position #2543	02/14/2022
	McAuliffe 4.0 hrs./246 days	

Retirements

Morehead, Marylou	Custodian, Position #377 Marina West 8.0 hrs./246 days	01/31/2022
Sablan, Juan	Campus Assistant, Position #7151 Fremont 4.25 hrs./180 days	02/28/2022
Saldana, Blanca	Paraeducator II, Position #679 San Miguel 5.75 hrs./183 days	02/23/2022

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

Gonzalez, Jenny	Assistant Principal	2021/2022 School Year
Legohn, W Fundi	ISP	2021/2022 School Year
Andrews, Alexis	Substitute Teacher	2021/2022 School Year
Escobar, Josie	Substitute Teacher	2021/2022 School Year
Garner, Wendy	Substitute Admin	2021/2022 School Year
Stalvey, Michael	Substitute Teacher	2021/2022 School Year
Tiffany, June	Substitute Teacher	2021/2022 School Year

Retirement

Beltran, Michelle	Teacher	June 17, 2022
Braun, Jennifer	Teacher	June 17, 2022
Einstein, Patricia	Teacher	June 17, 2022
Heaton, Ronald	Teacher	June 17, 2022
Leftwich, Tamara	Teacher	June 17, 2022
Pond, Pamela	Teacher	June 17, 2022
Shapiro, Suzanne	Teacher	June 17, 2022
Solano, Carolyn	Teacher	June 17, 2022

Resignation

Bruce, James	Teacher	June 17, 2022
Culver, Jillian	Teacher	June 17, 2022
Dann, Lauren	Teacher	February 21, 2022
Gonzales, Kelly	Teacher	June 17, 2022
Hollenbeck, Caitlin	Teacher	June 17, 2022
Jendrusakova, Dasa	Teacher	February 28, 2022
Limon-Garcia, Betsy	Teacher	June 17, 2022
Llama, Miriam	Teacher	June 17, 2022
Teunissen, Pamra	Teacher	June 17, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: March 02, 2022

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres/Torres)

Establish

an eight-hour 246-day Human Resources Technician position number 10852 to be established in the Certificated Human Resources Department. This position will be established to replace Human Resources Assistant position number 535.

Abolish

a five-hour and forty-five-minute 183-day Paraeducator II position number 7239 to be abolished at Lopez school. This position will be abolished as it was providing one-on-one support to a student who no longer attends the school.

an eight-hour 246-day Human Resources Assistant position number 535 to be abolished in the Certificated Human Resources Department. This position will be abolished as it is being replaced with Human Resources Technician position number 10852.

FISCAL IMPACT:

Cost for 1 Human Resources Technician: \$82,569 General funds

Savings for 1 Paraeducator II: \$31,436 Special Education funds

Savings for 1 Human Resources Assistant: \$77,372 General 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. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section C: Academic Agreement

Approval of Amendment #1 to Agreement/MOU #21-171 – Ventura County Arts Council (DeGenna/Almanza)

At the Board Meeting of January 19, 2022, the Board of Trustees approved Agreement/MOU #21-171 with Ventura County Arts Council, to provide eight (8) Visual Arts Classroom Residencies at Elm School in the amount of \$4,887.50.

Amendment #1, in the amount of \$2,300.00, is needed to add four (4) additional Visual Arts Classroom Residencies, for a new total agreement amount of \$7,187.50.

FISCAL IMPACT:

\$2,300.00 – S/C Intervention

RECOMMENDATION:

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement/MOU #21-171 with Ventura County Arts Council.

ADDITIONAL MATERIALS:

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

[Agreement-MOU #21-171, Ventura County Arts Council \(2 Pages\)](#)

Ventura County Arts Council

646 County Square Drive, Suite 154
Ventura, CA 93003-0436
(805) 658-2213
education@vcartscouncil.org

PROPOSAL

Today's date: FEBRUARY 11, 2022 **Service Dates: March 3, 2022 through June 30, 2022**

BILL TO:

School: Elm Street School

Contact person: Veronica Hernandez

Address: 450 E. Elm Street

City: Oxnard State: CA Zip: 93033

Phone: (805) 385-1533 x 3801 E-mail: vhernandez@oxnardsd.org

DESCRIPTION:

2022 Artists in the Classroom – 8 Lesson Visual Arts Residencies

	4 Residencies @ \$575 = \$2300.00
	Total due \$2300.00

Make checks payable to:

Ventura County Arts Council

**Mail to: Ventura County Arts Council, ATTN: DEBY TYGELL/AiTC,
646 County Square Drive, Suite 154, Ventura, CA 93003-0436**

If you have questions contact Deby Tygell:

education@vcartscouncil.org

**THANK YOU VERY MUCH FOR YOUR
TENACIOUS SUPPORT OF THE ARTS**



Ventura County Arts Council

646 County Square Drive, Suite 154, Ventura, CA 93003-0436
(805) 658-2213 (805) 658-2281
education@vcartscouncil.org www.vcartscouncil.org

2020-2021 MEMORANDUM OF UNDERSTANDING #21-171 BETWEEN VENTURA COUNTY ARTS COUNCIL AND OXNARD SCHOOL DISTRICT FOR ELM ELEMENTARY SCHOOL

This Memorandum of Understanding (MOU) is entered into by the **VENTURA COUNTY ARTS COUNCIL (VCAC)** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate the Artists in the Classrooms Program at Elm Elementary School. The MOU sets forth the respective roles and responsibilities each bring to the program.

VCAC will:

1. Be the fiscal receiver of fees from the **OSD** for Artist in the Classroom residencies for 8 week sessions at \$550 each for the following school:

Elm Elementary School – not to exceed \$4,887.50 (8 x \$575 = \$4,600.00 + 1 Matching Scholarship Residency @ \$287.50)

2. Disperse fees received by **VCAC** from **OSD** designated to pay the stipends to the Independent Contracted Artist/Instructors who submit a **VCAC** Invoice signed off by the **OSD** classroom teacher who requested the residency.
3. Name **OSD** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate).
4. **VCAC** 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 **VCAC** or those of any of its officers, agents, employees, or subcontractors of **VCAC**, whether such act or omission is authorized by this Agreement or not. **VCAC** 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 **VCAC**, **VCAC**'s agents, employees or subcontractors. **VCAC** 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.

OSD will:

1. Be solely responsible for making all arrangements with the Independent Contracted Artist/Instructors, including but not limited to, specified times and dates for the residency, provide a location for the residency, and approve the subject matter for the residency.
2. **OSD** Classroom teachers will be solely responsible for completing an invoice for each residency that is then submitted to **VCAC** to be paid from the fees received by **VCAC** from **OSD**
3. Keep on file current liability insurance certificates verifying insurance compliance from all participating artist/instructors naming **OSD** as additional insured.
4. Name **VCAC** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2022.



Ventura County Arts Council

646 County Square Drive, Suite 154, Ventura, CA 93003-0436
(805) 658-2213 (805) 658-2281
education@vcartscouncil.org www.vcartscouncil.org

Page 1 of 2

2020 – 2021 Memo of Understanding between OSD and VCAC - Page 2 of 2

- 5. OSD agrees to defend, indemnify, and hold harmless VCAC, 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 OSD or those of any of its officers, agents, employees, or subcontractors of OSD, whether such act or omission is authorized by this Agreement or not. OSD shall also pay for any and all damage to the Real and Personal Property of the VCAC, or loss or theft of such Property, done or caused by such persons. VCAC assumes no responsibility whatsoever for any property placed on VCAC premises by OSD, OSD's agents, employees or subcontractors. OSD further hereby waives any and all rights of subrogation that it may have against the VCAC. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the VCAC or any of its officers, agents, employees, and/or volunteers.

This MOU is for Artists in the Classroom Residencies at Elm Elementary School for the period of January 20, 2022 through June 30, 2022.

We hereby agree to this MOU and certify that agreements made herein will be honored.

Lisa A. Franz
Lisa A. Franz, Director, Purchasing

1-21-2022
Date

Deby Tygell
Deby Tygell, VCAC

2-2-2022
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 2022

Agenda Section: Section C: Facilities Agreement

Ratification of Work Authorization Letter #8 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the McKinna Elementary School Reconstruction Project (Aguilera-Fort/Miller/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record (IOR) Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #8 to Knowland Construction Services, for providing continued DSA Inspector of Record (IOR) Services and In-Plant Inspections for the McKinna Elementary School Reconstruction Project.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-129**

Work Authorization Letter: **#8**

Consultant: **Knowland Construction Services**

Date Issued: **1/24/2022**

FISCAL IMPACT:

The DSA Inspector of Record (IOR) Services and In-Plant Inspections have been completed for an additional fee of Eight Thousand Seven Hundred Twenty-Two Dollars and No Cents (\$8,722.00) to be funded from the Master Construct and Implementation Program.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #8 for Master Agreement #13-129 with Knowland Construction Services.

ADDITIONAL MATERIALS:

Attached: [WAL #8 \(1 Page\)](#)

[Proposal \(2 Pages\)](#)

[Master Agreement #13-129, Knowland Construction Services \(28 Pages\)](#)

	WORK AUTHORIZATION LETTER		
	GENERAL INFORMATION		
	PROJECT #: SITE NAME: McKinna Elementary School MASTER AGREEMENT #: 13-129 WAL #: 8	DATE: 1/24/2022 DSA # OPSC # VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501		Firm Name: Knowland Construction Services Street: 33 Narcissa Drive City, State, Zip: Rancho Palos Verdes, CA 90275 Phone: 626.786.4331	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
<p>Knowland Construction Services performed Inspection services as required by the District for Division of the State Architect. The Inspector of Record ("IOR) provided adequate coverage to required inspections of the work, from NTP to close-out; as outlined on the DSA approved documents and the DSA 103 forms. Provided routine inspections, coordinate special inspections and off-site inspections, maintained active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA. Knowland Construction Services will also provide In-plant inspections as required by DSA. This WAL is for additional IOR Services and is required to pay for inspection services provided beyond the anticipated end date of the construction activities of September 1, 2020. Knowland Construction Services continued to provide Inspection Services for one month through to September 30, 2020. The Proposal for Extension of Services on the McKinna Elementary School Reconstruction Project was prepared to cover the costs for one additional month of inspection services.</p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE: March 8, 2018		COMPLETION DATE: September 30, 2020	
FIXED FEE AMOUNT: <u>Eight Thousand Seven Hundred Twenty two Dollars and No Cents</u> (\$8,722.00)			
<i>This fee amount is based upon Consultant's proposal dated <u>9/30/20</u> and subsequent negotiations mutually agreed to by all parties</i>			
<p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER: Rick Ostrander		PREPARED BY: Rick Ostrander	
P.O. #		P.O. AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R"	<input type="checkbox"/> DEF. MAINT.	<input type="checkbox"/> DEV. FEES
COST ID: 6290		<input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program	
(PM APPROVAL SIGNATURE)		(DATE)	

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: **Oxnard School District**

INSPECTORS: **Chris Daugherty Class I (or other approved DSA Class Inspector)**

PROJECT: **McKinna Elementary School Reconstruction Project
Extension to Purchase Order No. P19-00630**

RATE: **\$89/hour**

TOTAL ESTIMATE: **\$8,722.00 (September 1, 2020 to September 30, 2020)**

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project inspector duties as outlined in California Ed Code 17309 & 17311 Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs:
2. Represent the client under the guidance of the designee of the District Superintendent.
3. Attend all planning, pre-construction conferences, project meetings, or meetings as required by the District.
4. Monitor and observe all special inspections performed by the Districts contracted testing lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.
5. The District and the inspector, Knowland Construction Services shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this Agreement and the contract documents.

Knowland Construction Services
33 Narcissa Drive, Rancho Palos Verdes, CA 90275
Phone: (626) 757-4141 / Email: dianek@knowlandinc.com

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District and shall apply to other inspectors as requested and approved by the District.
7. Knowland Construction Services shall maintain in effect a \$4 million general liability insurance policy, Workman's Compensation as required, and full liability auto insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Construction Services (project inspectors / project managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications.
9. Knowland Construction Services shall provide to the District at the end of the project all project documentation in a professional format.
10. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified project manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the inspector of record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.
11. Knowland Construction Services shall provide the District professional documentation, including digital photos, testing documentation, daily reports, semi-monthly reports, and information which will provide the District an objective evaluation of the project history. This documentation will be turned in each month with invoices. Invoices shall not be paid until documentation is submitted to the District.

Dated: October 13, 2020

Dated: October __, 2020

Christopher Knowland

Ker

Christopher Knowland – KCS

Agent – Oxnard School District

Knowland Construction Services
33 Narcissa Drive, Rancho Palos Verdes, CA 90275
Phone: (626) 757-4141 / Email: dianek@knowlandinc.com

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Knowland Construction Services** (“Consultant”) with a business address at ~~2181 East Foothill Blvd., Suite 203, Pasadena, CA 91107~~. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

*33 Narcissa Drive
Rancho Palos Verdes, Ca 90271*
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 Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of 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 herein 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. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

RECEIVED *Oct 31* ~~NOV 01~~ 2013
CFW

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, 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. 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.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such 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.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** “Compensation”.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. 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 and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the 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 of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of 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 Substances 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) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that 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 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 and the WAL.

10. 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 and the WAL. 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 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 needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, 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 facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, 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.
12. **Termination.** This Agreement, the WAL, or the Services 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, the WAL, 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, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, 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.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold 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 legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. 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 WAL.
16. **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 or the WAL (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 or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **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 or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, 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 or the WAL for a minimum of four 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 or the WAL.

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.

19. **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 the WAL 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 and the WAL. Consultant shall complete this Agreement and the WAL 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 or the WAL.

a. The personnel performing the Services under this Agreement and the WAL 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.

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.

20. **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 and the WAL 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 and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, 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 and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).

21. **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 and the WAL 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 WAL or the Services performed hereunder or the WAL.

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.

22. **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 the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, 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 and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) 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.

CK (Initials)

23. **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, 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 E, 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.

CK (Initials)

24. **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 or the WAL, 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.
25. **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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **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
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. 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 and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, 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.

29. **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.

30. **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 and the WAL.

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 and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. 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 and the WAL.

CK (Initials)

32. **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.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL 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: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Knowland Construction Services, Inc.
~~2181 East Foothill Blvd., Suite 203,~~ *33 Narcissa Drive*
~~Pasadena, CA 91107~~ *Rancho Palos Verdes, Ca*
ATTN: Chris Knowland
T: (626) 786-4331
Email: chrisknowland@msn.com *90275*

All notices, demands, or requests to be given under this Agreement or the WAL 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.

34. **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 its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **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. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. 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.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL 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.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL 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 or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL 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 or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL 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 and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

40. **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:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

KNOWLAND CONSTRUCTION SERVICES INC.:

Christopher Knowland
Signature

Christopher Knowland, President
Typed Name/Title
Operations

October 29, 2013
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-129

		WORK AUTHORIZATION LETTER (WAL)	
GENERAL INFORMATION			
PROJECT #:		DATE:	
SITE NAME:		DSA #:	
MASTER AGREEMENT #:		OPSC #:	
WAL #:		VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
(ATTACH ADD'L PAGES AS NECESSARY)			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE:		COMPLETION DATE:	
FIXED FEE AMOUNT: _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>			
<i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER:		PREPARED BY:	
PO #:		PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____			
COST ID:			
(PM APPROVAL SIGNATURE)		(DATE)	
SPECIAL INSTRUCTIONS:			

Not Project Related

Project #13-129

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

COMPENSATION & RATE/FEE SCHEDULE

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

PROJECT DSA INSPECTION FEE SCHEDULE

Hourly Rates

CLASSIFICATION	HOURLY RATE
DSA I – Large Project	\$72.00 / Hour
DSA II	\$64.00 / Hour
DSA Class III	\$60.00 / Hour
DSA Assistant IOR	\$58.00 / Hour
Project Documentation Asst	\$50.00 / Hour
Blue Beam / Technology	\$64.00 / Hour
Constructability / PM	\$74.00 / Hour
Special Inspectors	\$78.00 / Hour

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. 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 and the WAL, 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 and the WAL. 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 subject 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 WAL.

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

Not Project Related

Project #13-129

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. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. 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.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. 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.

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work 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.

- Not Project Related
- Project #13-129

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, 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) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-129

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 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. 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 and the WAL, 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 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 #13-129

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

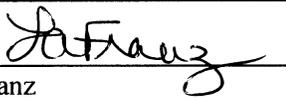
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-129

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Not Project Related

Project #13-129

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

Name: _____

Title: _____

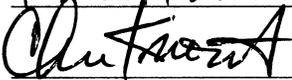
AND/OR

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

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

Date: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations

Not Project Related

Project #13-129

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)

The Project Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

1. Certifications:

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors’ Certificate issued by the Division of the State Architect.

2. Pre-Construction services required:

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

3. Construction Phase Services Required:

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

4. Post-Construction Services Required:

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

Not Project Related

Project #13-129

5. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

6. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

7. Accuracy Standards

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

- Not Project Related
 Project #13-129

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

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

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



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:
 POLICY NUMBER: 1793828-2013
 CERTIFICATE ID: 38
 CERTIFICATE EXPIRES: 07-01-2014
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT
 1051 S A ST
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SC
 SERVICES
 33 NARCISSA DR
 RANCHO PALOS VERDES CA 90275

[P11.50]

PRINTED : 10-29-2013

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #20-158 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

At the Board meeting of May 5, 2021, the Board of Trustees ratified service agreements with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount of \$87,796.28.

At the Board meeting of October 6, 2021, The Board of Trustees ratified Amendment #1 in the amount of \$81.55, to adjust the total cost through June 30, 2021 for one student, for a new total agreement amount of \$87,877.83.

Amendment #2, in the amount of \$4,929.10, is required to adjust the total cost through June 30, 2021 for student #DP010810, for a new total agreement amount of \$92,806.93.

FISCAL IMPACT:

\$4,929.10 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #20-158 with VCOE for Paraeducator services in the amount not to exceed \$4,929.10.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)

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

[Agreement #20-158, Ventura County Office of Education \(3 Pages\)](#)



AMENDMENT TO AGREEMENT

November 15, 2021

SA022013

Oxnard School District
Agreement # OX107-20/21

School Attending: Dwire School

Amendment to Special Circumstance services as specified below:

Amendment requested by District due to previous estimated cost not covering all funds.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily.

6. The term of this contract shall begin 3/5/2021 (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

<p>FISCAL YEAR-based on IEP date: (including ESY, if applicable)</p>	<p>CURRENT: <u>2020-2021</u> 3/5/2021-5/19/2021</p>	<p>UPCOMING: <u>2021-2022</u></p>
--	---	-----------------------------------

Original estimated cost: \$ 10,597.58
 Increased Amount: \$4,929.10
Revised Total of Estimated Cost: \$ 15,526.68

Requested by: [Signature]
Special Education Authorized Representative

Date: 11.15.2021

Approved by: _____
VCOE Business Services Representative

Date: _____

Accepted by: _____

Date: _____

Title: Director, Purchasing



County Education

Memorandum COPY

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

AMENDMENT TO AGREEMENT (OX109A-20/21)

August 27, 2020

DP010810

Oxnard School District
Agreement # OX109A-20/21

School attending: Triton Academy

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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 388.80 minutes daily and 60 minutes daily during transportation for a total of 448.80 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily on the bus for a total of 300 minutes daily.

6. The term of this contract shall begin 2/1/2021 (IEP date~12/15/2021) 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>2020-2021</u> <u>2/1/2021-6/11/2021</u> (ESY: <u>6/14/2021-6/30/2021</u>)
--	--

Original Estimated Cost: \$31,402.85
Amount added/owed: \$81.55
New Total Estimated Cost: \$31,484.40

Requested by: [Signature]
Special Education Authorized Representative

Date: 10.18.21

Approved by: Lisa Cline
(VCOE) Director, Business Services

Date: 10-18-21

Accepted by: Lisa A. Franz
DOR Authorized Representative

Date: 10-11-2021

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 1, 2021** 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.

DP010810

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 through out the school day for 388.80 minutes daily and 60 minutes daily during transportation for a total of 448.80 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily on the bus for a total of 300 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 **2/1/2021 (IEP date~1/15/2021)**, 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: 2020-2021 2/1/2021-6/11/2021 (ESY: 6/14/2021-6/30/2021)	UPCOMING: 2021-2022 (ESY: 7/1/2021-7/9/2021) 8/18/2021-1/15/2022
	ESTIMATED COSTS: \$ 31,402.85	+

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 \$ 31,402.85



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective March 5, 2021 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.

SA022013

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 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 3/5/2021 (IEP date~), 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>2020-2021</u> <u>3/5/2021-5/19/2021</u>	UPCOMING: <u>2021-2022</u>
ESTIMATED COSTS:	\$ <u>10,597.58</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 \$ 10,597.58



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 19, 2021** 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 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 8/19/2020 (IEP date~), 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>2020-2021</u> <u>8/19/2020-6/17/2021</u> (ESY: <u>6/21/2021-6/30/2021</u>)	UPCOMING: <u>2021-2022</u>
ESTIMATED COSTS:	\$ <u>45,795.85</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: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 45,795.85

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section C: Academic Agreement

Ratification of Amendment #1 to Agreement #21-72 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

At the Board meeting of August 4, 2021, the Board of Trustees ratified Agreement #21-72 with the California Department of Education – Child Development Division, including the funding amount of \$2,064,039.00, for the operation of eight (8) state preschool sites.

Amendment #1 is required in response to the Budget Act Amendment of 2021 and includes an increase of \$83,638.00 to the Maximum Reimbursable Amount (MRA), for a revised total agreement amount of \$2,147,677.00 for the 2021-2022 fiscal year.

FISCAL IMPACT:

\$83,638.00 in additional funding to Oxnard School District, for a revised total maximum reimbursable amount of \$2,147,677.00.

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #21-72 with California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

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

[Agreement #21-72, California Department of Education-Child Development Division \(6 Pages\)](#)



Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES ALLOCATION LETTER

Budget Act Amendment

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1663

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2021 designated as number CSPP-1663 shall be amended as of September 22, 2021 in the following particulars and no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,064,039.00 and inserting \$2,147,677.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$49.85 and inserting \$51.87 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 41,405.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 83,638	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
	(OPTIONAL USE) 0656 23038-7253			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,064,039	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,147,677				



OSD AGREEMENT #21-72

DATE: July 01, 2021

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-1663

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,064,039.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 41,405.0
Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

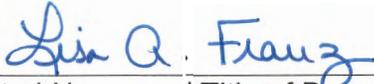
STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 8-16-2021			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Lisa A. Franz, Director, Purchasing			
TITLE Contract Manager		ADDRESS 1051 South A Street, Oxnard, CA 93030			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,064,039	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	Department of General Services use only				
	(OPTIONAL USE) 0656 23038-7253				
	PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,064,039	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER 		DATE OCT 21 2021			

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Oxnard School District	95-6002318
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Lisa A. Franz, Director, Purchasing	
Date Executed	Executed in the County of
8-16-2021	Ventura

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
 Fiscal & Administrative Services Division
 CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Oxnard School District

2. Federal ID Number:

95-6002318

3. By (Authorized Signature):

Lisa A. Franz

4. Printed Name and Title of Person Signing:

Lisa A. Franz, Director, Purchasing

5. Date Executed:

8-16-2021

6. Executed in the County and State of:

Ventura, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section C: Academic Agreement

Ratification of Amendment #2 to Agreement #21-72 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)

At the Board meeting of August 4, 2021, the Board of Trustees ratified Agreement #21-72 with the California Department of Education – Child Development Division, including the funding amount of \$2,064,039.00, for the operation of eight (8) state preschool sites.

At the Board meeting of March 2, 2022, the Board of Trustees ratified Amendment #1, in the amount of \$83,638.00, to cover an increase in the Maximum Reimbursable Amount (MRA), for a revised total agreement amount of \$2,147,677.00 for the 2021-2022 fiscal year.

Amendment #2 includes a cost of living adjustment that increases the Standard Reimbursement Rate for California State Preschool Programs. The new rate of \$35.67 for part-day programs took effect on January 1, 2022 and includes an increase of \$75,915.00, for a revised total agreement amount of \$2,223,592.00 for the 2021-2022 fiscal year.

FISCAL IMPACT:

\$75,915.00 in additional funding to Oxnard School District, for a revised total maximum reimbursable amount of \$2,223,592.00.

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #2 to Agreement #21-72 with California Department of Education – Child Development Division.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)

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

[Agreement #21-72, California Department of Education-Child Development Division \(6 Pages\)](#)



Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
ALLOCATION LETTER
RATE REFORM

DATE: July 01, 2021
CONTRACT NUMBER: CSPP-1663
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 56-7253-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION
CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2021 designated as number CSPP-1663 and Amendment #01 (Budget Act Amendment) shall be amended as of January 1, 2022 in the following particulars and no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,147,677.00 and inserting \$2,223,592.00 in place thereof.

REMOVE REFERENCE TO:

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$51.87.

AND REPLACE WITH:

Effective January 1, 2022, the service county reimbursement rate as provided in https://www.cde.ca.gov/fg/aa/cd/documents/csppcontractrateatb.xlsx is applicable to the sites, as located in the service counties, approved by the Early Education Division and indicated in the Child Development Management Information System (CDMIS).

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall not be impacted by this amendment.

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

Table with financial and program details including Amount Encumbered by this Document (\$75,915), Prior Amount Encumbered for this Contract (\$2,147,677), Total Amount Encumbered to Date (\$2,223,592), Program/Category (Child Development Programs), Fund Title (General), and Object of Expenditure (SACS: Res-6105 Rev-8590).



Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES ALLOCATION LETTER

Budget Act Amendment

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1663

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2021 designated as number CSPP-1663 shall be amended as of September 22, 2021 in the following particulars and no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,064,039.00 and inserting \$2,147,677.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$49.85 and inserting \$51.87 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 41,405.0. (No Change)

Minimum Days of Operation (MDO) Requirement shall be 180. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 83,638	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
	(OPTIONAL USE) 0656 23038-7253			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,064,039	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,147,677				



OSD AGREEMENT #21-72

DATE: July 01, 2021

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-1663

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,064,039.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 41,405.0
Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

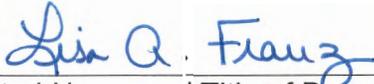
STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 8-16-2021			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Lisa A. Franz, Director, Purchasing			
TITLE Contract Manager		ADDRESS 1051 South A Street, Oxnard, CA 93030			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,064,039	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0656 23038-7253				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	Department of General Services use only				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,064,039	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
SIGNATURE OF ACCOUNTING OFFICER 		T.B.A. NO.		B.R. NO.	
		DATE OCT 21 2021			

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Oxnard School District	95-6002318
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Lisa A. Franz, Director, Purchasing	
Date Executed	Executed in the County of
8-16-2021	Ventura

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
 Fiscal & Administrative Services Division
 CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Oxnard School District

2. Federal ID Number:

95-6002318

3. By (Authorized Signature):

Lisa A. Franz

4. Printed Name and Title of Person Signing:

Lisa A. Franz, Director, Purchasing

5. Date Executed:

8-16-2021

6. Executed in the County and State of:

Ventura, California

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-181 - 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 2021-2022 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:

JV030409	\$31,797.56
DP010810	\$35,027.46

FISCAL IMPACT:

\$66,825.02 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-181 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$66,825.02.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-181, Ventura County Office of Education \(2 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 13, 2021**, 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 **11/13/2021** (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>
	<u>11/13/2021-6/15/2022</u> (ESY: <u>6/21/2022-6/30/2022</u>)	(ESY: <u>7/1/2022-7/15/2022</u>) <u>8/17/2022-11/3/2022</u>
ESTIMATED COSTS:	\$ <u>31,797.56</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 \$ 31,797.56



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 16, 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.

DP010810

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 through out the school day for 388.80 minutes daily and 60 minutes daily during transportation for a total of 448.80 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily on the bus for a total of 300 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 1/16/2022 (IEP date~1/13/2022) 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>
	1/16/2022-6/10/2022 (ESY: 6/13/2022-6/30/2022)	(ESY: 7/1/2022-7/8/2022) 8/17/2022-1/13/2023
ESTIMATED COSTS:	\$ <u>35,027.46</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 \$ 35,027.46

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-183, Dial Security – Alarm Monitoring/Maintenance Services (Aguilera-Fort/Miller)

Dial Security will provide Alarm Monitoring and Maintenance Services for the period of October 1, 2021 through June 30, 2022, per the terms and conditions of Bid #16-02 awarded by the Board of Trustees at the Board Meeting of October 5, 2016.

FISCAL IMPACT:

\$108,830.16 – General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Director of Facilities, that the Board of Trustees ratify Agreement #21-183 with Dial Security in the amount of \$108,830.16.

ADDITIONAL MATERIALS:

Attached: [Renewal Notice \(1 Page\)](#)

[Agreement #21-183, Dial Security \(2 Pages\)](#)

760 West Ventura Blvd.
Camarillo, CA 93010
Tel: (805) 389-6700
Fax: (805) 383-3401

-
-
-
-



November 10, 2021

Oxnard School District
1051 South A Street
Oxnard, CA 93030

To: Dana Miller

Re: OSD Contract Renewal

Dear Mr. Miller,

This letter is to give notice that Dial Security wishes to exercise the renewal option of the Alarm Monitoring Services, Maintenance Contract and Fire Monitoring Services.

Based on the fees for the past year, as well as the additional services of \$7,920.00, contracted since the last purchase order was issued, the monies due for 2021-2022 beginning October 1st is \$136,635.39 plus the CPI factor. The CPI issued on November 10 of 2021 for the Greater Los Angeles Area for the 12-month period is 6.2%. The dollar amount of that increase is \$8,471.40 making the total amount of the renewal on the contract \$145,106.79. The dollar figure provided is for services currently being performed by Dial Security. Any future services provided or signed for after November 30, 2021, will be billed monthly at an additional cost.

Additionally, we understand the contract is to be amended to follow the school calendar year, therefore, the total due for the nine month period beginning October 1, 2021 through June 30, 2022 will be \$108,830.16.

If you have any questions about the services Dial is providing to the District please feel free to contact me.

Melissa S. Dundas
Electronic Security Manager

.....
Ventura County's Only Full Service Security Company

AGREEMENT

#21-183

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **Dial Security** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be from **October 1, 2021** through **June 30, 2022**. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II

WORK

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the attached Quotation Sheet(s), incorporated herein by reference, and the attached Renewal Notice dated 11/10/2021.

VI

METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

DIAL SECURITY:

OXNARD SCHOOL DISTRICT:

Signature _____

Signature _____

Name: _____
(print or type)

Name: Lisa A. Franz

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

Approved by Board of Trustees on _____

Item No. _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: March 02, 2022

Agenda Section: Section D: Action Items

REDUCTION IN FORCE: REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICE AND ADOPTION OF RESOLUTION NO. 21-17 (Torres/Batista)

Oxnard School District (District) administration projects that there will be budget constraints in the 2022-23 school year driven by declining enrollment in the District and the continued underfunding of education at the State and Federal level.

Education Code states that the District must notice certificated staff no later than March 15 of each year if the District plans or anticipates possible reductions in personnel. Based on the budget constraints anticipated in the 2022-23 school year because of the District’s declining enrollment and the continued underfunding of education at the State and Federal level, the administration recommends preparing for a reduction in force as a precautionary strategy. Based on known attrition and assessment of the levels at which reductions must be made, staff has determined that certificated services must be reduced in the following service areas and specified quantity of FTEs:

Kind of Service	Full-Time Equivalent Positions (FTE)
Single Subject - Physical Education Teacher	5.0
Single Subject – Social Science Teacher	3.0
Single Subject – Math Teacher	2.0
Single Subject – English Language Arts Teacher	3.0
Single Subject – Science Teacher	2.0
Total FTEs	15.0

District staff has prepared a resolution that must be adopted to authorize the reduction of certificated services in the specified service areas and amounts. Employees will be laid off in reverse order of seniority, with all probationary employees being deemed less senior than permanent employees. The resolution includes tiebreaking criteria to establish an order of seniority among employees sharing the same seniority date, and “skipping” criteria to retain employees teaching certain subjects critical to the District, regardless of seniority.

The tiebreaking criteria are the same as the criteria adopted by the Board for the certificated layoffs in 2021.

Following approval of the resolution, by March 15, staff will identify the most junior employees in each of the service areas; identify any other assignments from which those employees might “bump” less senior employees, and mail notices of intent to lay off each of the affected employees. The Board will

be advised of the names of the affected employees before March 15.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Reduction in Force and Resolution No. 21-17, as presented.

ADDITIONAL MATERIALS:

Attached: [RIF Resolution 21-17 03.02.2022 \(seven pages\)](#)

**BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT**

RESOLUTION No. 21-17

**REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICE
(EDUCATION CODE §§ 44949 and 44955)**

WHEREAS, the Superintendent of the Oxnard School District (“District”), has determined that it is in the best interest of the District, and the welfare of the students thereof, to reduce or discontinue certain particular kinds of services, hereinafter enumerated, and has recommended to the District’s Governing Board (“Board”) that the District reduce particular kinds of service no later than the beginning of the 2022-2023 school year; and

WHEREAS, the recommendation includes the assessment that it shall be necessary to reduce the following particular kinds of service of the District no later than the beginning of the 2022-2023 school year:

Kind of Service	Full-Time Equivalent Positions (FTEs)
Single Subject - Physical Education Teacher	5.0
Single Subject – Social Science Teacher	3.0
Single Subject – Math Teacher	2.0
Single Subject – English Language Arts Teacher	3.0
Single Subject – Science Teacher	2.0
	Total FTE’s 15.0

AND WHEREAS, the Governing Board is required by law to give notice, by March 15, 2022, to all certificated employees affected by any decision to reduce or eliminate these particular kinds of service;

IT IS RESOLVED THAT:

- A. The Board hereby determines to reduce or discontinue services as specified in the recommendation set forth in the recitals above, no later than the beginning of the 2022-2023 school year.
- B. The Board hereby determines that, as the result of the above-stated reduction of particular kinds of service (the “Reduction in Force”), it will be necessary to terminate at the end of the 2021-2022 school year the employment of certificated employees of the District in a quantity and kind equal to the FTEs specified in the recommendation set forth in the recitals above.

- C. Pursuant to Education Code section 44955(d), the Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study or provide pupil personnel or health services, and to retain certificated employees possessing the special training and experience needed to teach such courses or provide such services that other employees with greater seniority do not possess. The specific needs of the District in this respect are set forth in Exhibit A to this Resolution and are incorporated as though fully set forth herein.
- D. In accordance with California Education Code section 44955(d), the Board hereby determines that the Reduction in Force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution.
- E. In order to implement this Reduction in Force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date. Pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between employees who first rendered paid service to the District on the same date shall be established on the basis of the criteria set forth in Exhibit B to this Resolution, which are incorporated as though fully set forth herein.
- F. The criteria set forth in Exhibit B to this Resolution shall also be used to determine the order of reemployment among those certificated employees who first rendered paid probationary service to the District on the same date. The Superintendent, or his designee, has the discretion to determine the appropriate weight of such criteria and the order in which such criteria are most relevant to serve the needs of the District and students in each tie-breaking situation.
- G. In accordance with California Education Code section 44955(b), the District resolves that it will retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. The criteria set forth in Exhibit C to this Resolution shall be used to determine whether an employee is competent to render services, and such criteria are incorporated as though fully set forth herein.
- H. The Superintendent is directed to send appropriate notices to all employees affected by the above-described reduction of a particular kind of service in accordance with the provisions of the California Education Code, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and applicable Collective Bargaining Agreement(s).

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 2nd day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Veronica Robles-Solis
President, Board of Trustees
Oxnard School District

Jarely Lopez
Clerk, Board of Trustees
Oxnard School District

Exhibit A

“SKIPPING” CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees in the particular kind of services identified in Resolution No. 21-17, regardless of their seniority, to the extent one or more of their assignments meet any of the following criteria:

1. Certificated personnel who possess a credential authorizing the teaching of special education classes, who are presently assigned within the scope of that credential, and who will be assigned within the scope of that credential for the 2022-2023 school year.
2. Certificated personnel who possess a Bilingual Cross-Cultural Language and Academic Development (BCLAD) Certificate, who are presently assigned within the scope of that credential, and who will be assigned within the scope of that credential for the 2022-2023 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2022-2023 that meets the foregoing criteria.

The Superintendent or designee is authorized to determine which employees qualify to be “skipped” from the Reduction in Force and to determine the manner in which the foregoing criteria shall be applied to each employee.

Exhibit B

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

Employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

Criterion	Points
Possession of credential(s) authorizing service for the District on March 15, 2022	3 for each professional clear 2 for each preliminary 1 for each of any other credential
Subject matter authorizations held on March 15, 2022, including supplemental authorizations, on credential(s) authorizing service for the District	1 per authorization
Possession of Bilingual Cross-Cultural Language and Development certificate or its equivalent on March 15, 2022	1 point
Column placement on salary schedule as of March 15, 2022	1 per applicable column
Service as BTSA Mentor teacher within 2021-2022 school year and/or two immediately preceding school years	3 per school year
Possession of a License through the Board of Behavioral Sciences (Educational Psychologist)	3 points

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points, for purposes of determining order of layoff and order of reemployment.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. As among employees who remain tied who have never obtained a preliminary or professional clear credential, the employee with the earliest date of issuance of an intern credential shall be considered the more senior employee. As among employees who remain tied who have never obtained an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an emergency or pre-intern credential, provisional intern permit or short-term staff permit shall be considered the more senior employee.

The Superintendent is authorized to determine the number of tiebreaking points to be awarded to each employee and to determine the manner in which the tiebreaking criteria shall be applied to each employee.

The Superintendent is authorized to develop and apply additional supplemental tiebreaking criteria which the District shall use only in the event that the foregoing criteria do not resolve all ties, and which the District shall apply only to those employees who remain tied after the foregoing criteria have been exhausted.

Exhibit C

COMPETENCY CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

Pursuant to Education Code section 44955(b), “Competent” shall be defined as follows:

(1) The employee has actually rendered instruction or services in the subject matter area in which s/he claims to be entitled to render instruction or services in or after the 2012-2013 school year, whether for the District or another school district; and

(2) The employee possesses a BCLAD, CLAD, SB 1969, or other certificate authorizing him/her to instruct English Learner students.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: March 02, 2022

Agenda Section: Section D: Action Items

Approval of Resolution #21-18 to Discontinue Classified Positions (Torres)

Education Code states that the District must notice classified staff no later than March 15 of each year if the District plans or anticipates possible reductions in personnel. Based on the changes in the Early Childhood Education program, the administration recommends preparing for a reduction in force as a precautionary strategy.

District staff has prepared a resolution that must be adopted to authorize the reduction of classified services in the specified service areas and amounts. Employees will be laid off in reverse order of seniority.

Following approval of the resolution, by March 15, staff will identify the most junior employees in each of the service areas; identify any other assignments from which those employees might “bump” less senior employees, and mail notices of intent to lay off each of the affected employees.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution #21-18 to Discontinue Classified Positions, as presented.

ADDITIONAL MATERIALS:

Attached: [Board Resolution Classified Layoffs ECE 3.2022.pdf](#)

**BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT
RESOLUTION No. 21-18**

RESOLUTION TO DISCONTINUE CLASSIFIED POSITIONS

WHEREAS, the Board of Trustees has considered the Oxnard School District’s (District) budget, expenses, and projected staffing needs for the classified service for the 2022-2023 school year; and

WHEREAS, due to a lack of work and/or a lack of funds, the Board of Trustees has determined that certain classified services now being provided by the District must be discontinued; and

WHEREAS, Education Code Sections 45101, 45114, 45117, 45298, and 45308 authorize the District to lay off classified employees for lack of work and/or lack of funds no later than March 15; and

WHEREAS, the District engaged in negotiations with the Classified School Employees Association, Chapter 272 (CSEA), regarding the discontinued positions in the classified service;

NOW, THEREFORE BE IT RESOLVED no later than March 15 that affected employees receive notice of the discontinuance of position, the District shall discontinue certain positions within the following classifications:

Classification	Positions Discontinued	Hours per Position
Preschool Teacher	17	4.00
Preschool Assistant	15	3.00
Campus Assistant	3	0.50

BE IT FURTHER RESOLVED, that the District Superintendent is authorized and directed to take such actions necessary and required by law to effectuate the intent of this resolution, assuring that each employee affected by the above referenced discontinuance of positions be afforded his or her displacement rights into classifications and/or assignments for which he or she has seniority; and

BE IT FURTHER RESOLVED that the District Superintendent shall provide written notice of the discontinuance in positions and/or displacement rights to the affected classified employees on or before **March 15, 2022**.

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 2nd day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Veronica Robles-Solis
President, Board of Trustees
Oxnard School District

Jarely Lopez
Clerk, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 2022

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented:

- May 19, 2021 Regular Meeting'
- May 22, 2021 Special Board Meeting
- June 2, 2021 Regular Board Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

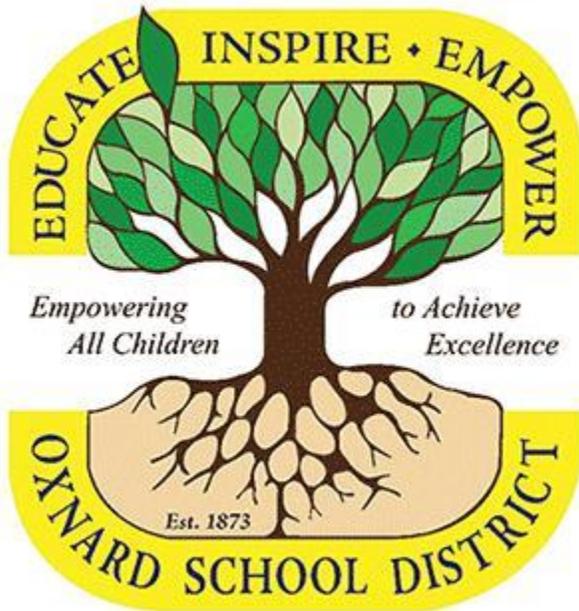
It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

- Attached:** [Minutes May 19 2021 Regular Board Meeting \(9 pages\)](#)
[Minutes May 22 2021 Special Board Meeting \(4 pages\)](#)
[Minutes June 2 2021 Regular Board Meeting \(11 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mrs. Veronica Robles-Solis, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Jarely Lopez, Member
Ms. Katalina Martinez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Mrs. Ruth Quinto
Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING

Wednesday, May 19, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

REGULAR (HYBRID) MEETING - ONLINE FOR THE PUBLIC DUE TO COVID-19 - VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 6833

Webinar ID: 824 6089 1319

***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.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:06 p.m.

Present: Trustees Debra Cordes, Veronica Robles-Solis, Monica Madrigal Lopez, Jarely Lopez, and Katalina Martinez. Also in attendance were Superintendent Karling Aguilera-Fort, Assistant Superintendent Anabolena DeGenna, Assistant Superintendent Victor Torres, Assistant Superintendent Ruth Quinto, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Jesselyn Baños, 7th grade student at Dr. Manuel M. Lopez Academy, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Reese Ramirez, 8th grade student at Lopez Academy, read the district's Mission and Vision Statement in English. Irma Fraire, 6th grade student at Lopez Academy, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Dr. Manuel M. Lopez Academy

Dr. Scott Carroll, Principal, provided a presentation about Lopez Academy.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #20-115 Adoption of Agenda as Presented.

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

A.6. Study Session on 2021-2022 Pre-Budget Overview (Quinto)

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, provided a Study Session presentation that included an update on the district's fiscal outlook and a pre-budget overview of the district's proposed budget for the 2021-22 fiscal year.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.8. Closed Session

The Board convened to closed session at 6:26 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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

3. Pursuant to Section 54957 of the Government Code the Board will consider
personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment

A.9. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:25 p.m.

A.10. Report Out of Closed Session

President Cordes reported that there was nothing to report.

A.11. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

The following newly appointed Oxnard School District administrators were presented to the Board:

- Dr. Julienne Kroener, Manager, Special Education
- Mayte Dueñez, Accounting Manager/Internal Auditor

A.12. Adoption of Resolution #20-28 "Better Hearing and Speech Month" May 2021 (DeGenna/Jefferson)

Resolution #20-28 in recognition of "Better Hearing and Speech Month" May 2021 was presented for the Board's adoption.

Motion #20-116 Adoption of Resolution #20-28 As Presented

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

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

A.13. Adoption of Resolution #20-29 in Recognition of "Classified School Employee Week 2021" (Aguilera-Fort)

Resolution #20-29 in recognition of "Classified Employee Week 2021" was presented for the Board's adoption.

Motion #20-117 Adoption of Resolution #20-29 "Classified School Employees Week 2021"

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

Heidi Trevesant re: Item D.2 - will wait to speak during D.2.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #20-118 Approval of Consent Agenda as Presented

Mover: Katalina Martinez

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra

Cordes

Motion Result: Passed

C.1. Setting of Date for Public Hearing - Oxnard School District 2021-22 Local Control Accountability Plan (LCAP) (DeGenna)

As presented.

C.2. Setting of Date for Public Hearing – Oxnard School District 2021-2022 Adopted Budget (Quinto/Crandall Plasencia)

As presented.

C.3. Approval to Update the Facilities Standards List per Public Contract Code §3400 (Quinto/Miller)

As presented.

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

- C.4. Disclosure of Collective Bargaining Agreement with OEA (Quinto)**
As presented.
- C.5. Disclosure of Collective Bargaining Agreement with Management and Confidential Employees (Quinto)**
As presented.
- C.6. Enrollment Report (Quinto)**
As presented.
- C.7. Purchase Order/Draft Payment Report #20-08 (Quinto/Franz)**
As presented.
- C.8. Personnel Actions (Torres/Batista/Nair)**
As presented.
- C.9. Establish/Abolish/Increase/Reduce Hours of Position(s) (Torres/Nair)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.10. Approval of Agreement #20-168 – Houghton Mifflin Harcourt (DeGenna/Fox)**
To provide Online Professional Development in English 3D Course B for 6th-8th grade ELD Teachers during the 2020-2021 and 2021-2022 fiscal years, in the amount of \$30,000.00, to be paid with Title 1 funds.
- C.11. Approval of Agreement #20-170 – The Math Learning Center (DeGenna/Fox)**
To provide Remote Professional Development for DLI Teachers in Number Corner: Remote Getting Started Gr. K-5 and Number Corner: Remote Support Gr. K-2 during the 2020-2021 and 2021-2022 fiscal years, in the amount of \$6,000.00, to be paid from the Low Performing Student Block Grant.

Section C: RATIFICATION OF AGREEMENTS

- C.12. Ratification of Agreement/MOU #20-169 – BOOST Collaborative (DeGenna/Shea)**
To provide virtual training in the topics of professionalism, classroom management, and student engagement for the After School Program staff for the period of May 3, 2021 through June 30, 2021, in the amount not to exceed \$10,000.00, to be paid with ASES funds.

Section D: ACTION ITEMS

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

D.1. Approval of the Expanded Learning Opportunity Plan (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, provided the Expanded Learning Opportunity (ELO) Plan for the Board's consideration. Total funding for the ELO grant is \$12,385,406.00.

Motion #20-119 Approval of the Expanded Learning Opportunity Plan

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

D.2. Declaration of Need for Fully Qualified Educators for the 2021-2022 School Year (Torres/Batista)

Public Speaker: Heidi Trevisan, Library Media Tech at McAuliffe re: emergency permit for teacher librarian to train all librarians districtwide. Will the district be hiring a teacher librarian via this item?

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the annual Form CL 500 "Declaration of Need for Fully Qualified Educators" for the Board's consideration. He explained that the District does not anticipate the need for any non-fully qualified teachers; the form is being done as a precaution and because it is a requirement.

Motion #20-120 Approval of Declaration of Need for Fully Qualified Educators for the 2021-2022 School Year

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption of Board Policy AR 5030 & BP 5030 - Student Wellness (DeGenna/Nocero)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services and Dr. Jodi Nocero, Director, Pupil Services, presented AR & BP 5030 Student Wellness for second reading and adoption.

Motion #20-121 Adoption of Board Policy AR & BP 5030 Student Wellness

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- Pre-K at Ritchen - engaged with literacy Kindergarten
- reading comprehension: use of language 4/5 math
- African American Parent Advisory Committee
- Merito Awards
- cafe Conversations with Facilities team
- Sue Littell retirement - recognized level of commitment, passion, dedication
- Mary Cervantes Chaparro retirement - "she was the first person that welcomed me to the district" was a recurring theme - welcomed with a smile, professionalism, sense of support
- planning for next school year - summer programs, professional development, strategic plan - LCAP based on student profile, facilities deep cleaning and other summer work, budgeting process
- thank you to classified staff, all staff, and parents

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

Monica Madrigal

- have a good night
- continue to wear masks

Jarely Lopez

- Mary Cervantes Chaparro introduced her to the district
- excited about all the programs coming up - summer school, etc.

Katalina Martinez

- thank you to classified school employees
- thank you to Dr. Carroll
- congratulations to Curren students that completed college course during middle school
- thank you to Mrs. Elisondo for tour of McAuliffe - enjoyed her visit

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

Veronica Robles-Solis

- thank you and congratulations to classified staff
- thank you to Superintendent for communication and keeping the board updated

Debra M. Cordes

- thank you to classified staff and to speech therapists
- attended CSBA delegate conference this past weekend - talked about relationships, equity and accountability

G.3. ADJOURNMENT

President Cordes adjourned the meeting at 8:41 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adjourn

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 2nd day of March, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 19, 2021, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mrs. Veronica Robles-Solis, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Jarely Lopez, Member
Ms. Katalina Martinez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Mrs. Ruth Quinto
Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

SPECIAL BOARD MEETING

Saturday, May 22, 2021

9:00 AM - Call to Order
Closed Session to Follow

SPECIAL MEETING

MCKINNA SCHOOL - ROOM 231

***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.

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (9:00 AM)

President Cordes called the meeting to order at 9:05 a.m.

Present: Trustees Debra Cordes, Veronica Robles-Solis, Monica Madrigal Lopez, Jarely Lopez, and Katalina Martinez. Also in attendance were Superintendent Karling Aguilera-Fort and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Aguilera-Fort, Superintendent, led the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #20-122 Adoption of Agenda as Presented

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 9:08 a.m. to consider the following items:

1. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee Evaluation
- District Superintendent

A.6. Reconvene to Open Session

The Board reconvened to open session at 1:35 p.m.

A.7. Report Out of Closed Session

President Cordes reported that there was nothing to report out.

Section G: CONCLUSION

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

G.1. ADJOURNMENT

President Cordes adjourned the meeting at 1:36 p.m.

Motion to adjourn

Mover: Jarely Lopez

Seconder: Veronica Robles-Solis

Moved To: Adjourn

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 2nd day of March, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of May 22, 2021, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

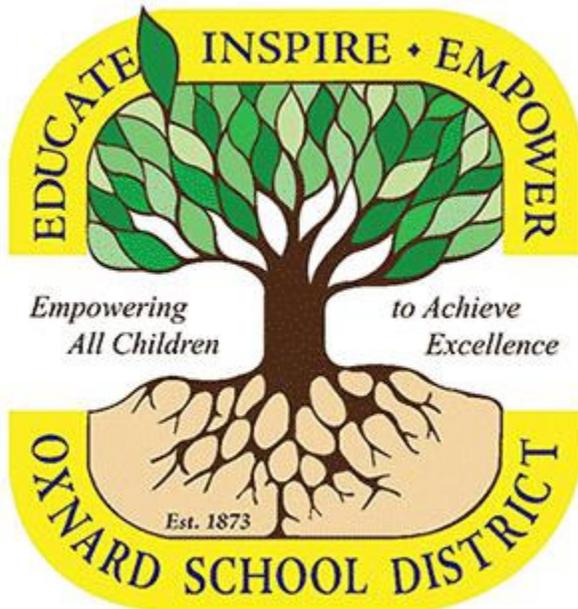
Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mrs. Veronica Robles-Solis, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Jarely Lopez, Member
Ms. Katalina Martinez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Mrs. Ruth Quinto
Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING Wednesday, June 2, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

REGULAR (HYBRID) MEETING - ONLINE FOR THE PUBLIC DUE TO COVID-19 - VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 6833

Webinar ID: 827 6085 6495

***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.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:07 p.m.

Present: Trustees Debra Cordes, Veronica Robles-Solis, Monica Madrigal Lopez, Jarely Lopez, and Katalina Martinez. Also in attendance were Superintendent Karling Aguilera-Fort, Assistant Superintendent Anabolena DeGenna, Assistant Superintendent Victor Torres, Assistant Superintendent Ruth Quinto, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Yesenia Martinez, 6th grade student at Kamala School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Carmelo Betanzos, 8th grade student at Kamala School, read the district's Mission and Vision Statement in English. Elizabeth Herrera, 6th grade student at Kamala School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Kamala School

Dr. Matthew Rubin, Principal, provided a presentation about Kamala School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #20-123 Adoption of Agenda as Presented

Mover: Jarely Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

A.6. Study Session - Student Profile and Strategic Plan Goals (Aguilera-Fort)

Dr. Aguilera-Fort, Superintendent, provide a presentation on the Oxnard School District Student Profile and the goals of the Strategic Plan. He explained that the Board would only be asked to act on the Student Profile at this meeting and that the Goals of the Strategic Plan would be presented for the Board's consideration at the June 23, 2021 meeting.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

- Carmen Grande re: meaningful negotiations - neutral third party

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

- Joann Olivares re: negotiations (minutes donated by Carol Ultreras)
- Silvia Carrillo re: negotiations and classified staff (minutes donated by Gricet Renteria)
- Jeanette Cortez re: in support of classified staff and respectable amount of "hero pay"
- Hugo Alcala re: in support of classified staff and good faith bargaining
- Gracie Cervantes re: negotiations and classified staff
- Teresa Vasquez or Vargas - ORC - acknowledgement for classified employees
- Christopher Crump - re: negotiations & compensation for classified staff
- Maria Lara - in support of classified staff & compensation stipend
- Anna Bedolla - no audio
- Rosario Velasquez - acknowledge the work of classified staff
- Jennie Peraza - in support of classified staff; negotiate
- Guadalupe Giron - in support of classified staff
- Estrella - in support of classified staff; acknowledge their work
- Barbara Cahill - in support of classified staff

A.8. Closed Session

The Board convened to closed session at 6:54 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources,
and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-
Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider
personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
- Public Employee Evaluation
- Continuation of District Superintendent's Evaluation

A.9. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:16 p.m.

A.10. Report Out of Closed Session

President Cordes reported that the Board would be convening back into closed session at the

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

end of the meeting.

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

B.2. Public Hearing - Oxnard School District 2021-22 Local Control Accountability Plan (LCAP) (DeGenna)

Mrs. Anna Thomas, Director, Curriculum and Instruction, conducted a Public Hearing to open the public comment period for the Oxnard School District 2021-22 Local Control Accountability Plan prior to its anticipated approval at the June 23, 2021 Board meeting.

B.3. Public Hearing: Oxnard School District 2021-22 Budget (Quinto/Crandall Plasencia) Mrs.

Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, conducted a Public Hearing to open the public comment period to receive input on the Oxnard School District 2021-22 Budget prior to its anticipated adoption at the June 23, 2021 Board meeting.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #20-124 Approval of Consent Agenda as Presented

Mover: Veronica Robles-Solis

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

C.1. Request for Approval of Increase to Meal Prices (Quinto/Lugotoff)

As presented.

C.2. Disclosure of Collective Bargaining Agreement with OEA (Quinto/Crandall Plasencia)

As presented.

C.3. Disclosure of Collective Bargaining Agreement with OSSA (Quinto/Crandall Plasencia)

As presented.

C.4. Personnel Actions (Torres/Batista/Nair)

As presented.

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

C.5. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.6. Approval of Agreement #20-173 – Kristine Mraz, LLC (DeGenna/Cordes)

To provide 20 hours of virtual professional development to K-5th grade teachers at Lemonwood School to increase the capacity of teachers to deliver effective, data driven instruction in writing; to gain familiarity and comfort with the structures, materials and technology of balanced literacy; and to build collaborative relationships within and beyond grade levels, from June 3, 2021 through June 30, 2021, in the amount not to exceed \$6,000.00, to be paid out of S/C Intervention funds.

C.7. Approval of Agreement #20-176 – Read.Write.Think., LLC (DeGenna/Cordes)

To provide 20 hours of professional development to Lemonwood 6th-8th grade staff through a combination of workshops and demonstrations with the whole staff, and individualized or paired meetings and virtual classroom lab sites and demonstrations, for the period of June 3, 2021 through June 30, 2021, in the amount not to exceed \$6,000.00, to be paid out of S/C Intervention funds.

C.8. Approval of Agreement #21-02, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2021-2022 (DeGenna/Shea)

To provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant, for the 2021-2022 school year, in the amount not to exceed \$2,500,000.00 plus reimbursement for ASES funded supplemental grant activities, and “Additional Services” not to exceed \$250,000.00, to be paid from the After School Education and Safety (ASES) Grant.

C.9. Approval of Agreement #21-08 – Reading Horizons (DeGenna/Jefferson)

To provide professional development training for Mild to Moderate Teachers and Resource Specialists in the Special Education Services Department, July 1, 2021 through June 30, 2026, in the amount not to exceed \$778,268.75, to be paid out of Special Education Funds.

C.10. Approval of Agreement/MOU #21-09 – Hip Hop Mindset (DeGenna/Shea)

To provide hip hop dance lessons to students in the Oxnard School District After School Program, July 1, 2021 through June 30, 2022, in the amount of \$60,000.00, to be paid with ASES Grant Funds.

C.11. Approval of Agreement/MOU #21-10 – Ventura County Office of Education – Math Program (DeGenna/Shea)

To provide professional development to the Oxnard Scholars after school program staff that will assist the Oxnard Scholars lead staff and Manager, Enrichment & Special Programs in

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

supporting the Oxnard Scholars staff with the implementation of Common Core State Standards, July 1, 2021 through June 30, 2022, in the amount not to exceed \$21,800.00, to be paid out of ASES Grant Funds.

C.12. Approval of Agreement #21-11, Sports For Learning (DeGenna/Shea)

To provide Social Emotional Learning and Physical activity for the students who attend the Summer Writing, Science, and Math Camp, July 6, 2021 through July 30, 2021, in the amount not to exceed \$173,280.00, to be paid out of ASES Grant Funds.

C.13. Approval of Agreement #21-12 – California Lutheran University – Teaching Internship Agreement (Torres/Batista)

To allow students from CLU to obtain suitable clinical experience through supervised teaching to students enrolled in the multiple and single subject, and educational specialist initial teaching credential program, August 1, 2021 through July 31, 2026, at no cost to the district.

C.14. Approval of Agreement #21-13 – California Lutheran University – Student Teaching Agreement (Torres/Batista)

To allow students from CLU to obtain suitable elementary education teaching practicum experience, August 1, 2021 through July 31, 2026, at no cost to Oxnard School District.

C.15. Approval of Agreement #21-22 – Art Trek Inc. (DeGenna/Shea)

To provide lessons, materials, coaching, and activities for students participating in the ASES program for the period of July 1, 2021 through June 30, 2022, in the amount not to exceed \$34,500.00, to be paid from the Unrestricted General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.16. Ratification of Amendment #1 to Agreement #20-133 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)

To adjust the total expected cost for providing Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year, in the amount of \$6,000.00, to be paid with Special Education Funds.

C.17. Ratification of Agreement #20-167 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

To provide exceptional services to special education student #DR022207 that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year, in the amount not to exceed \$18,881.15, to be paid out of Special Education funds.

C.18. Ratification of Agreement #20-172, Ventura County Office of Education (DeGenna/Shea)

To provide K12 Strong Workforce Program (SWP) funding to support career exploration in high demand fields such as Nursing and STEAM, July 1, 2020 through December 31, 2022,

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

grant award to Oxnard School District in the amount of \$45,500.00.

C.19. Ratification of Agreement #20-174, Collaborative Learning Solutions LLC (DeGenna/Jefferson)

To provide consultation and technical assistance with Disproportionality and Significant Disproportionality to the Special Education Services Department during the 2020-2021 and 2021-2022 academic years, in the amount of \$45,000.00, to be paid with Special Education Funds.

C.20. Ratification of Agreement #20-175 – Ojai Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

To provide services for Ojai Unified School District student #RS082617 for the 2020-2021 school year that are consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, Oxnard School District will receive reimbursement in the amount of \$10,343.11.

Section D: ACTION ITEMS

D.1. Approval of Student Profile (Aguilera-Fort)

Dr. Aguilera-Fort, Superintendent, presented the Oxnard School District Student Profile for the Board's consideration.

Motion #20-125 Approval of Oxnard School District Student Profile

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

D.2. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2020-2021 Collective Bargaining Agreement (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the Oxnard School District and Oxnard Educators Association (“OEA”) 2020-2021 Collective Bargaining Agreement for the Board's consideration.

Motion #20-126 Approval of Oxnard School District and Oxnard Educators Association (“OEA”) 2020-2021 Collective Bargaining Agreement

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

D.3. Approval of One-Time Stipend to Comply with COVID-19 Pandemic and Return to In-Person Learning Testing Requirements for OSSA Unit Members (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, requested the Board's approval of a 2% one-time stipend for OSSA unit members, for submitting and providing the results of periodic COVID-19 testing.

Motion #20-127 Approval of One-Time Stipend to Comply with COVID-19 Pandemic and Return to In-Person Learning Testing Requirements for OSSA Unit Members Mover:

Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - BP and AR 1312.3 Uniform Complaint Procedures (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented revisions to BP and AR 1312.3 Uniform Complaint Procedures for first reading. The policies will be presented for the Board's adoption at the June 23, 2021 Board meeting.

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- use of Facilities for Sports - Board Policy & Ed Code Regulations
- schools as vaccination centers - partnering with VCPH Dept - June 9th at Frank; other sites to be added as needed
- cost of COVID-19 Testing Stipend per Bargaining Unit
- collaboration - perception vs. experience; next level of work
- Tulsa Massacre
- Juneteenth
- Pride Month

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

Jarely Lopez

- thank you to CSEA for being here

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

Veronica Robles-Solis

- thank you to CSEA staff for taking the time to stand together
- Shining Stars on May 21st at McKinna
- requested promotion schedules
- remembering Suzanne Ketchens, involved in CSBA

Katalina Martinez

- thank you to CSEA staff for taking time to speak
- thank you to Dr. Rubin for presentation

Monica Madrigal Lopez

- thank you to Dr. Rubin for the presentation
- thank you to CSEA staff for taking the time to speak to the board
- attended VCOE Equity Conference - great experience
- looking forward to promotions

Debra Cordes

- thank you to CSEA staff for their comments
- thank you to Dr. Rubin and staff for presentation
- thank you to Dr. Aguilera-Fort for Student Profile
- condolences to Suzanne Ketchens's family - Board member at PVSD

Closed Session

The Board reconvened to closed session at 8:15 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-

Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment

- Public Employee Evaluation

Continuation of District Superintendent's Evaluation

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

Reconvene to Open Session

The Board reconvened to open session at 10:04 p.m.

Report Out of Closed Session

President Cordes reported that there was nothing to report.

G.3. ADJOURNMENT

President Cordes adjourned the meeting at 10:05 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Secunder: Jarely Lopez

Moved To: Adjourn

Ayes: 5 - Katalina Martinez, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis, Debra Cordes

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 2nd day of March, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 2, 2021, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading of Board Policy AR 5125 Student Records (DeGenna/Nocero)

The Board Policy AR 5125 Student Records, has been updated based on recommendations by CSBA (California School Board Association). The deleted language is indicated by strikethrough and highlighted. The Board Policy will be presented for a second reading and adoption at the March 16, 2022 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director Pupil Services that the Board of Trustees receive the revision of Board Policy AR 5125 Student Records as the first reading as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5125 Student Records Updates.pdf](#)

STUDENT RECORDS

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of the employee's duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 34 CFR 99.3)

1. Directory information

(cf. 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

STUDENT RECORDS (continued)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

STUDENT RECORDS (continued)

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose official duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require access to information contained in student records.

School officials and employees are officials or employees, including teachers, whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require access to student records. (34 CFR 99.31)

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069.7; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to the student's records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(*cf.* 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student 18 years of age or older who is a dependent child as defined in 26 USC 152 (Education Code 49076; 34 CFR 99.31)

STUDENT RECORDS (continued)

2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) appointed pursuant to Education Code 48321 who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at the last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. ~~The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when required, verification of high school graduation or its equivalent of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)~~

~~No later than January 1 each year, the Superintendent or designee shall notify each student in grade 11, and the student's parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission by October 1 unless the student opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)~~

STUDENT RECORDS (continued)

~~Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)~~

7. Federal, state, and local officials, as needed for an audit or evaluation of, or compliance with, a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)
11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
12. Any probation officer, district attorney, or counsel of record for a student who is a minor for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

STUDENT RECORDS (continued)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

14. A foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's current or most recent records of grades, transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6173.1 - Education for Foster Youth)

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)

17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility in accordance with state or tribal law for the care and protection of a student, provided that the individual is authorized by the agency or organization to receive the records and the information requested is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))

STUDENT RECORDS (continued)

18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district in California or any other state or to a California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49061, 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

STUDENT RECORDS (continued)**Discretionary Access**

At the discretion of the Superintendent or designee, information may be released from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations in order to carry out their accrediting functions (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
 - a. The study is conducted in a manner that does not permit personal identification of students or parents/guardians by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.

STUDENT RECORDS (continued)

4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract with the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or the student's parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31)

8. ~~County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the limits set by 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.37)~~

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

STUDENT RECORDS (continued)**De-identification of Records**

When authorized by law for any program audit, educational research, or other purpose, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 20 USC 1232g; 34 CFR 99.31)

Process for Providing Access to Records

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained at different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians and adult students shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative policy controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When required by law, a student's parent/guardian or an adult student shall provide written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian or adult student, the district shall provide a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian or adult student refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

STUDENT RECORDS (continued)

Within five business days following the date of request, the authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The custodian of records shall also make an entry in the log regarding any request for record(s) that was denied and the reason for the denial.

The log shall include requests for access to records by:

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest
6. Law enforcement personnel seeking to enforce immigration laws

The log shall be open to inspection only by the parent/guardian, adult student, dependent adult student, custodian of records, and certain state or federal officials specified in Education Code 49064. (Education Code 49064; 5 CCR 432)

STUDENT RECORDS (continued)**Duplication of Student Records**

To provide copies of any student record, the district may charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

(cf. 3260 - Fees and Charges)

Changes to Student Records

Only a parent/guardian having legal custody of a student or a student who is 18 years of age or is attending an institution of postsecondary education may challenge the content of a record or offer a written response to a record. (Education Code 49061)

No addition or change shall be made to a student's record after high school graduation or permanent departure, other than routine updating, unless required by law or with prior consent of the parent/guardian or adult student. (Education Code 49070; 5 CCR 437)

Any request to change a student's legal name in the student's mandatory permanent student record shall be accompanied with appropriate documentation.

Any challenge to the content of a student's record shall be filed in accordance with the process specified in AR 5125.3 - Challenging Student Records. (Education Code 49070)

(cf. 5125.3 - Challenging Student Records)

Retention and Destruction of Student Records

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student

STUDENT RECORDS (continued)

4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above
 - b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given towards graduation

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. ~~Date of high school graduation or equivalent~~

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor
 - (cf. 5144.1 - Suspension and Expulsion/Due Process)*
 - (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*
2. A log identifying persons or organizations who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge

STUDENT RECORDS (continued)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

(cf. 6174 - Education for English Learners)

6. Progress slips/notices required by Education Code 49066 and 49067

7. Parental restrictions/stipulations regarding access to directory information

8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action

9. Parent/guardian authorization or prohibition of student participation in specific programs

10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program and their usefulness ceases, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings

2. Standardized test results older than three years

3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns

5. All disciplinary notices

6. Supplementary attendance records

STUDENT RECORDS (continued)

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

Transfer of Student Records

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of rights regarding student records, including a parent/guardian's right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in the student's suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5119 - Students Expelled From Other Districts)

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

STUDENT RECORDS (continued)**Notification of Parents/Guardians**

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices in that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 48985, 49063; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

STUDENT RECORDS (continued)

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49085, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety
2. Provide a student with access to any information that the district obtained from the student's social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or the student's parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:

STUDENT RECORDS (continued)

- a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or the student's parent/guardian
- b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

Updating Name and/or Gender of Former Students

When a former student submits a state-issued driver's license, birth certificate, passport, social security card, court order, or other government-issued documentation demonstrating that the former student's legal name and/or gender has changed, the district shall update the former student's records to include the updated legal name and/or gender. Upon request by the former student, the district shall reissue any documents conferred upon the former student, including, but not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents. (Education Code 49062.5)

If the former student's name or gender is changed and the requested records are reissued, a new document shall be added to the former student's file that includes all of the following information: (Education Code 49062.5)

1. The date of the request
2. The date the requested records were reissued to the former student
3. A list of the records that were requested by and reissued to the former student
4. The type of documentation, if any, provided by the former student to demonstrate a legal change to the student's name and/or gender
5. The name of the employee who completed the request
6. The current and former names and/or genders of the student

Any former student who submits a request to change the legal name and/or gender on the student's records but is unable to provide any government-issued documentation demonstrating the legal name or gender change, may request a name or gender change through the process described in Education Code 49070 and AR 5125.3 - Challenging Student Records. (Education Code 49062.5)

Regulation
approved:
Students

CSBA POLICY MANUAL UPDATE
December 2021
AR 5145.3(a)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading of Board Policy AR/BP 6158 Independent Study (DeGenna/Nocero)

The Board Policy AR/BP 6158 Independent Study, has been updated based on recommendations by CSBA (California School Board Association). The deleted language is indicated by strikethrough and highlighted. The Board Policies will be presented for a second reading and adoption at the March 16, 2022 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision of Board Policy AR/BP 6158 Independent Study as the first reading as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 6158 Independent Study Updates.pdf](#)
[BP 6158 Independent Study Updates.pdf](#)

INDEPENDENT STUDY**Definitions**

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

INDEPENDENT STUDY (continued)

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

(cf. 0420.4 - Charter School Authorization)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

(cf. 5113 - Absences and Excuses)

~~No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)~~

~~*(cf. 6146.1 - High School Graduation Requirements)*~~

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

INDEPENDENT STUDY (continued)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.1 - District Residency)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, a temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51747)

(cf. 6183 - Home and Hospital Instruction)

~~Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)~~

~~*(cf. 6200 - Adult Education)*~~

INDEPENDENT STUDY (continued)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6184 - Continuation Education)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator

INDEPENDENT STUDY (continued)

2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success

INDEPENDENT STUDY (continued)

6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

Regulation
approved:

CSBA POLICY MANUAL UPDATE
December 2021

INDEPENDENT STUDY

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time or part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

General Independent Study Requirements

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

INDEPENDENT STUDY (continued)

(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6200 - Adult Education)

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. (Education Code 51747)

INDEPENDENT STUDY (continued)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. ~~For students in grades 9-12, opportunities for at least weekly synchronous instruction~~

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

INDEPENDENT STUDY (continued)

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

However, for the 2021-22 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

INDEPENDENT STUDY (continued)

2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate

For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(cf. 5144.1 - Suspension and Expulsion/Due Process)

INDEPENDENT STUDY (continued)

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8. ~~and the course credits attempted by and awarded to students in grades 9-12 and adult education~~

INDEPENDENT STUDY (continued)

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

(cf. 3580 - District Records)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

INDEPENDENT STUDY (continued)

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41020 Audit guidelines

41422 Apportionment credit for student inability to attend in-person or school closure due to COVID-19

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools

46100 Length of school day

46200-46208 Instructional day and year

46300-46307.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46600 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550-6552 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Management Resources: (see next page)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

2021-22 AA & IT Independent Study FAQs, 2021

Clarifications for Student Learning in Quarantine, 2021

Conducting Individualized Determinations of Need, 2021

Legal Requirements for Independent Study, 2021

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy
adopted:

CSBA POLICY MANUAL UPDATE
December 2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 02, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Board Policy BP 6170.0 Transitional Kindergarten (DeGenna/Fox)

The Board Policy BP 6170.1 Transitional Kindergarten, has been updated based on recommendations by CSBA (California School Boards Association). The added language is indicated by bold font: deleted language is indicated by strikethrough and highlighted. The Board Policies will be presented for a second reading and adoption.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Teaching and Learning that the Board of Trustees approved and adopt Board Policy BP 6170.1 Transitional Kindergarten as outlined above.

ADDITIONAL MATERIALS:

Attached: [BP 6170.1 Transitional Kindergarten \(7 pages\).pdf](#)

Policy 6170.1: Transitional Kindergarten

Status: ADOPTED

Original Adopted Date: 09/05/2012

The Board of Trustees desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten **program** shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in **program the** development, implementation, and evaluation **of the district's transitional kindergarten program.**

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Eligibility

The district's transitional kindergarten program shall admit children **whose fifth birthday lies as follows:** (Education Code 48000)

1. **November 2 and December 2 in the 2012-13 school year**
2. **October 2 and December 2 in the 2013-14 school year**
3. **September 2 and December 2 in the 2014-15 school year and each school year thereafter**

1. **For the 2021-22 school year, children whose fifth birthday is between September 2 and December 2**
2. **For the 2022-23 school year, children whose fifth birthday is between September 2 and February 2**
3. **For the 2023-24 school year, children whose fifth birthday is between September 2 and April 2**
4. **For the 2024-25 school year, children whose fifth birthday is between September 2 and June 2**
5. **For the 2025-26 school year, and in each school year thereafter, children who turn four by September 1**

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or childcare program. (Education Code 48000).

Parents/guardians of eligible children shall be notified of the availability of ~~this~~ **the transitional kindergarten** program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

(cf. 5111.13 - Residency for Homeless Children)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee determines that it is in the child's best interest.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after the date specified for admittance for the applicable year as described above of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

Curriculum and Instruction

The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards **It** shall be designed to facilitate students' development in essential **knowledge and** skills related to which may include, as appropriate, language and literacy, mathematics, physical development, **health, the arts, visual and performing arts**, science, **history**-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

The Superintendent or designee shall develop a plan for how all children in the attendance area of the district will have access to full-day learning programs the year before kindergarten that meet the needs of parents/guardians, including through partnerships with the district's expanded learning offerings, the After-School Education and Safety Program, the California State Preschool Program (CSPP), Head Start programs, and other community-based early learning and care programs. The Superintendent or designee shall present such plan for consideration by the Board at a public meeting on or before June 30, 2022. (Education Code 8281.5)

~~(cf. 5148.3 - Preschool/Early Childhood Education)~~

~~(cf. 6011 - Academic Standards)~~

~~(cf. 6174 - Education for English Language Learners)~~

The number of instructional minutes offered in transitional kindergarten shall be the same as that required for the district's kindergarten program.

(cf. 5148.2- Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

The district shall maintain an average TK class enrollment of not more than 24 students for each school site (Education Code 4800)

Staffing

~~Teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.~~ **The Superintendent or designee shall ensure**

that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall by August 1, 2023, have at least 24 units in early childhood education and/or child development, comparable professional experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective instructional methods for teaching young children, **including, but not limited to, developing competencies in serving inclusive classrooms and dual language learners.**

The district shall, commencing with the 2022-23 school year, maintain an average of at least one adult for every 12 students for TK classrooms and, contingent upon an appropriation of funding maintain an average of at least one adult for every 10 students commencing with the 2023-24 school year. (Education Code 4800)

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance.

A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Program Evaluation Assessment

The Superintendent or designee shall develop or identify appropriate **formal and/or** assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation **and**, the progress of students in meeting related academic standards, **and student preparedness for future education.**

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

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 37202	Equal time in all schools School calendar; equivalency of instructional minutes
Ed. Code 44065	Issuance of and functions requiring credentials
Ed. Code 44256	Authorization of teaching credentials
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 46111	Kindergarten, hours of attendance
Ed. Code 46114-46119	Minimum school day, kindergarten
Ed. Code 46120	Expanded Learning Opportunities Program
Ed. Code 46300	Method of computing average daily attendance
Ed. Code 48000	Minimum age of admission for kindergarten; transitional kindergarten
Ed. Code 48002	Evidence of minimum age required to enter kindergarten or first grade
Ed. Code 48003	Kindergarten annual report
Ed. Code 48011	Admission on completing kindergarten
Ed. Code 48200	Compulsory attendance
Ed. Code 8235	California State Preschool Program
Ed. Code 8207	California State Preschool Program administration
Ed. Code 8241	Staffing ratios for center-based programs
Ed. Code 8281.5	California Prekindergarten Planning and Implementation Grant Program
Ed. Code 17375	Establishment of California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program
Ed. Code 8970-8974	Early primary program, including extended-day kindergarten
Ed. Code 8973	Extended-day kindergarten
Code of Regulations, Title 5	Description
18000-18434	

18068
18272
18281

**Child Care and Developmental Continuum from Early
Infancy up to Kindergarten
Attendance and expenditure reports
Developmental Profile
Environmental rating scales**

Management Resources

Description

California Department of Education Publication	California Preschool Curriculum Framework, Vol. 1, 2010
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 2, 2011
California Department of Education Publication	California Preschool Curriculum Framework, Vol. 3, 2013
California Department of Education Publication	California Preschool Learning Foundations, Vol. 1, 2008
California Department of Education Publication	Desired Results Developmental Profile: A Developmental Continuum from Early Infancy up to Kindergarten Entry , 2015
California Department of Education Publication	Transitional Kindergarten FAQs
California Department of Education Publication	Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013
California Department of Education Publication	California Preschool Learning Foundations, Vol. 2, 2010
California Department of Education Publication	California Preschool Learning Foundations, Vol. 3, 2012
CSBA Publication	What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
Website	Transitional Kindergarten California
Website	California Kindergarten Association
Website	Commission on Teacher Credentialing
Website	CSBA
Website	California Department of Education

Cross References

Code	Description
0500	Accountability

1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
4112.2	Certification
4112.2	Certification
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5123	Promotion/Acceleration/Retention
5123	Promotion/Acceleration/Retention
5141.22	Infectious Diseases
5141.3	Health Examinations
5141.3	Health Examinations
5141.31	Immunizations
5141.31	Immunizations
5141.32	Health Screening For School Entry
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6111	School Calendar
6112	School Day
6112	School Day
6151	Class Size
6162.5	Student Assessment
6174	Education For English Learners

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 02, 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: March 02, 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: March 02, 2022

Agenda Section: Section A: Preliminary

ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

Cordes ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, February 25, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A