

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. Anabolena DeGenna
Assistant Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources

AGENDA

REGULAR BOARD MEETING

Wednesday, May 4, 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

May 4, 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

Ms. Rosaura Castellanos, Principal, Harrington School, will introduce Zuriel Garcia, 4th grade student in Ms. Cano'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 Cianna Recio, 5th grade student in Ms. Mechling's class at Harrington School, and in Spanish by Sebastian Kempton, 3rd grade student in Ms. Dempsey's class at Harrington School.

A.4. Presentation by Harrington School

Ms. Rosaura Castellanos, Principal, will provide a short presentation to the Board regarding Harrington. 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

- Anticipated Litigation:

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

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

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Consider the Request to Expel Student:
 - Case No. 21-05 (Action Item)
3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Evaluation
 - Assistant Superintendents
 - Principals
5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

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

A.9. Report Out of Closed Session

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

A.10. Adoption of Resolution #21-23 in Recognition of “School Lunch Hero Day” (Mitchell/Lugotoff)

The Board of Trustees will adopt Resolution #21-23 “School Lunch Hero Day”, observing May 6, 2022 as School Lunch Hero Day 2022.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.11. Adoption of Resolution #21-25 in Recognition of “Teacher Appreciation Week 2022” (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #21-25 “Teacher Appreciation Week 2022”, recognizing May 2-6, 2022 as Teacher Appreciation Week 2022.

Board Discussion:

Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.12. Adoption of Resolution #21-32 "National School Nurse Day" May 11, 2022
(DeGenna/Nocero)**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees adopt Resolution #21-32, "National School Nurse Day" May 11, 2022, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**A.13. Adoption of Resolution #21-33 "Better Hearing and Speech Month" May 2022
(DeGenna/Jefferson)**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Special Education, that the Board of Trustees adopt Resolution #21-33 "Better Hearing and Speech Month" May 2022, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en

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el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. 3rd Quarter Williams Activity Report (DeGenna/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, School Performance and Student Outcomes, that the Board of Trustees review and accept the 2021-2022 3rd Quarter Williams Activity Report, as presented.

C.2. Establishment 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 of positions, as presented.

C.3. Approval of Out of State Conference Attendance (Aguilera-Fort/DeGenna/Shea)

It is the recommendation of the Superintendent, the Assistant Superintendent of Educational Services, and the Director of Enrichment & Specialized Programs that the Board of Trustees approve out of state conference attendance for Dr. Karling Aguilera-Fort and Dr. Ginger Shea to attend the 2022 National School Public Relations Association (NSPRA) Seminar in Chicago, Illinois, July 16 through July 20, 2022.

C.4. 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.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.5. Approval of Agreement #21-201 – Dr. Elin Kelsey (DeGenna/Fox)

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-201

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

with Dr. Elin Kelsey, to provide guest lecturer services for the B-WET Teacher Professional Development Program grant, May 1, 2022 through July 30, 2022, in the amount not to exceed \$1,500.00, to be paid out of NOAA B-WET Grant Funds.

C.6. Approval of Agreement #21-202 – Twig Education Inc. (DeGenna/Fox)

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-202 with Twig Education Inc., to provide 8 Days of Onsite Professional Development in Intro to Next Generation Science Training (NGSS) for up to 40 participants per day and 5 Days of Professional Development Webinars for up to 40 participants per day, June 1, 2022 through June 30, 2025, in the amount not to exceed \$43,426.88, to be paid out of Supplemental Concentration Funds.

C.7. Approval of Agreement #22-03 - Gold Coast K9 (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-03 with Gold Coast K9, to provide six K9 visits per month for ten months at Lopez, Frank and Fremont Middle Schools, as well as one K9 visit per month for ten months at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall and Soria Schools, July 1, 2022 through June 30, 2023, in the amount not to exceed \$26,000.00, to be paid out of the General Fund.

C.8. Approval of Amendment #3 to Agreement #21-130 – Island Packers (DeGenna/Fox)

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #3 to Agreement #21-130 with Island Packers, for one (1) additional teacher professional development day on June 18, 2022, for a trip to Santa Rosa Island, Channel Islands National Park, at no additional cost to the original agreement amount.

C.9. Approval of Agreement #22-04 - Ventura County Office of Education/SELPA (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-04 with Ventura County Office of Education/SELPA, to provide behavior consultation to support classroom management skills and behavior management in the classroom, July 1, 2022 through June 30, 2023, in the amount of \$15,480.00, to be paid out of MAA Funds.

C.10. Approval of Agreement #22-05 – Center for Teaching for Biliteracy (DeGenna/Fox)

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-05 with Center for Teaching for Biliteracy, to provide Virtual and In-Person Professional Development in the area of Dual Language Programs for K-4th grade teachers on creating learning plans (lesson plans) from biliteracy units, August 11, 2022 through August 12, 2022, in the amount not to exceed \$40,000.00, to be paid out of Title II funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.11. Ratification of Amendment #1 to Agreement #21-162, American Language Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent,

Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-162 with American Language Services, to provide additional translation services for the backlog of approximately four hundred (400) IEP's dating back to 2016, in the amount not to exceed \$240,000.00, to be paid out of Special Education Funds.

C.12. Ratification of Agreement #21-200 – Sandra Alexander (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 #21-200 with Sandra Alexander, to provide Independent Education Evaluation Services for the Special Education Services Department to complete evaluations and Auditory Verbal Therapy, March 1, 2022 through June 30, 2022, in the amount not to exceed \$6,240.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Consideration and Adoption of Resolution #21-35 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 8, 2022 (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #21-35 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 8, 2022.

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 of Trustees approve the minutes of Board meetings, as presented:

- October 6, 2021 Regular Meeting
- October 20, 2021 Regular Meeting
- November 3, 2021 Regular Meeting
- November 17, 2021 Regular Meeting
- December 15, 2021 Regular Meeting

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 ____

Section F: BOARD POLICIES

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

F.1. Second Reading and Adoption - BP 0415 Equity (DeGenna/Jefferson)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Special Education that the Board of Trustees adopt the revisions to BP 0415 - Equity at Second Reading, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

F.2. Second Reading and Adoption – BP and AR 1312.3 Uniform Complaint Procedures (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP and AR 1312.3 Uniform Complaint Procedures at Second Reading, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

F.3. Second Reading and Adoption - AR/BP 5148.3 Preschool/Early Childhood Education (DeGenna/Valdes)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Early Childhood Education that the Board of Trustees adopt the revisions to AR/BP 5148.3 Preschool/Early Childhood Education at Second Reading, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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:

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, April 29, 2022.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 04, 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: May 04, 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
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student:
 - Case No. 21-05 (Action Item)

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 04, 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: May 04, 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: Valerie Mitchell, MPPA

Date of Meeting: May 04, 2022

Agenda Section: Section A: Preliminary

Adoption of Resolution #21-23 in Recognition of “School Lunch Hero Day” (Mitchell/Lugotoff)

The Board of Trustees will adopt Resolution #21-23 “School Lunch Hero Day”, observing May 6, 2022 as School Lunch Hero Day 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees adopt Resolution #21-23 as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 21-23 School Lunch Hero Day \(1 page\)](#)
[Presentation - School Lunch Hero Day 5-6-22 \(10 pages\)](#)



**RESOLUTION NO. 21-23
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

School Lunch Hero Day

May 6, 2022

WHEREAS, Nutritious meals at school are an essential part of the school day; and

WHEREAS, the staff of the Oxnard School District’s Child Nutrition department is committed to providing healthful, nutritious meals to the District’s children; and

WHEREAS, the men and women who prepare and serve school meals help nurture our children through their daily interaction and support; and

WHEREAS, in order to support the health of students, the Child Nutrition Department staff continue to overcome challenges created by the Covid 19 pandemic; and

WHEREAS, the Oxnard School District expresses its deep appreciation to these valuable employees and commends their great work on behalf of our children; and

WHEREAS, the day of Friday, May 6, 2022 is School Lunch Hero Day;

NOW THEREFORE, be it resolved that Oxnard School District hereby recognizes and honors the contribution of its Child Nutrition staff and declares that May 6, 2022 be observed as “School Lunch Hero Day 2022” in the Oxnard School District.

ADOPTED by the Board of Trustees of the Oxnard School District the 4th day of May, 2022.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees



WHO ARE THE CHILD NUTRITION SERVICES HEROES?



There are 120 employed by OSD!

THEY ARE:

PROUD

BRAVE

BUSY





THEY ARE:
THOUGHTFUL
FUN
TRUSTING



THEY ARE:
PATIENT
PROTECTIVE
RELIABLE





THEY ARE:
HARDWORKING
SELFLESS
CREATIVE





SCHOOL LUNCH HERO DAY





THEY ARE
FAMILY !

To: Ms. Kim



Dear Ms. Kim

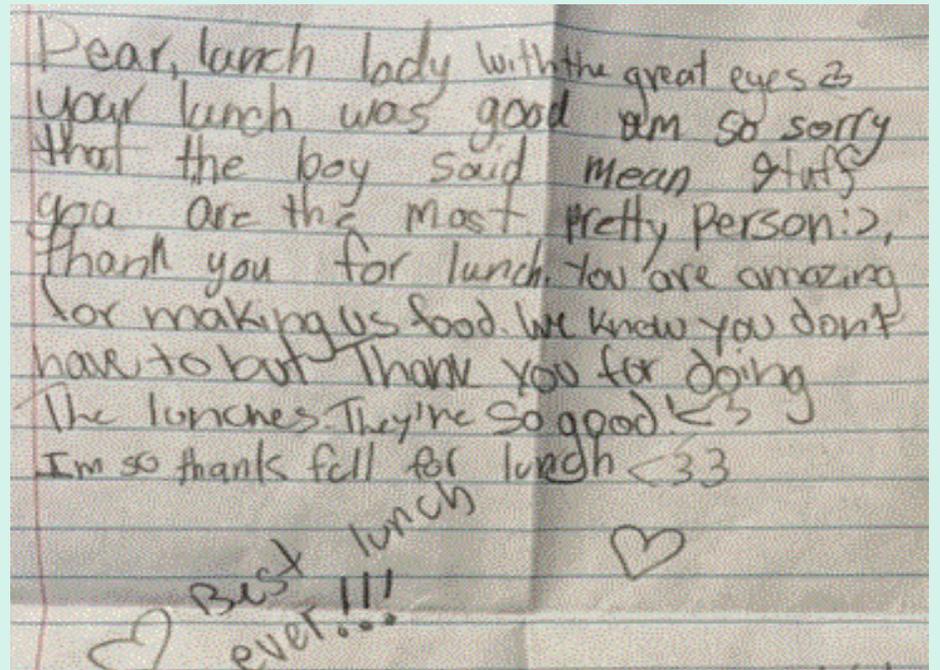
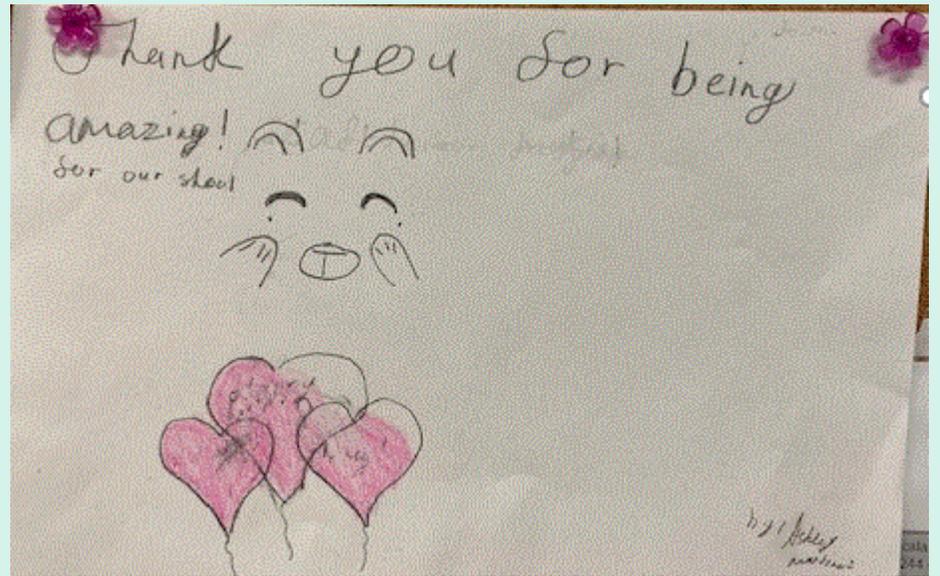
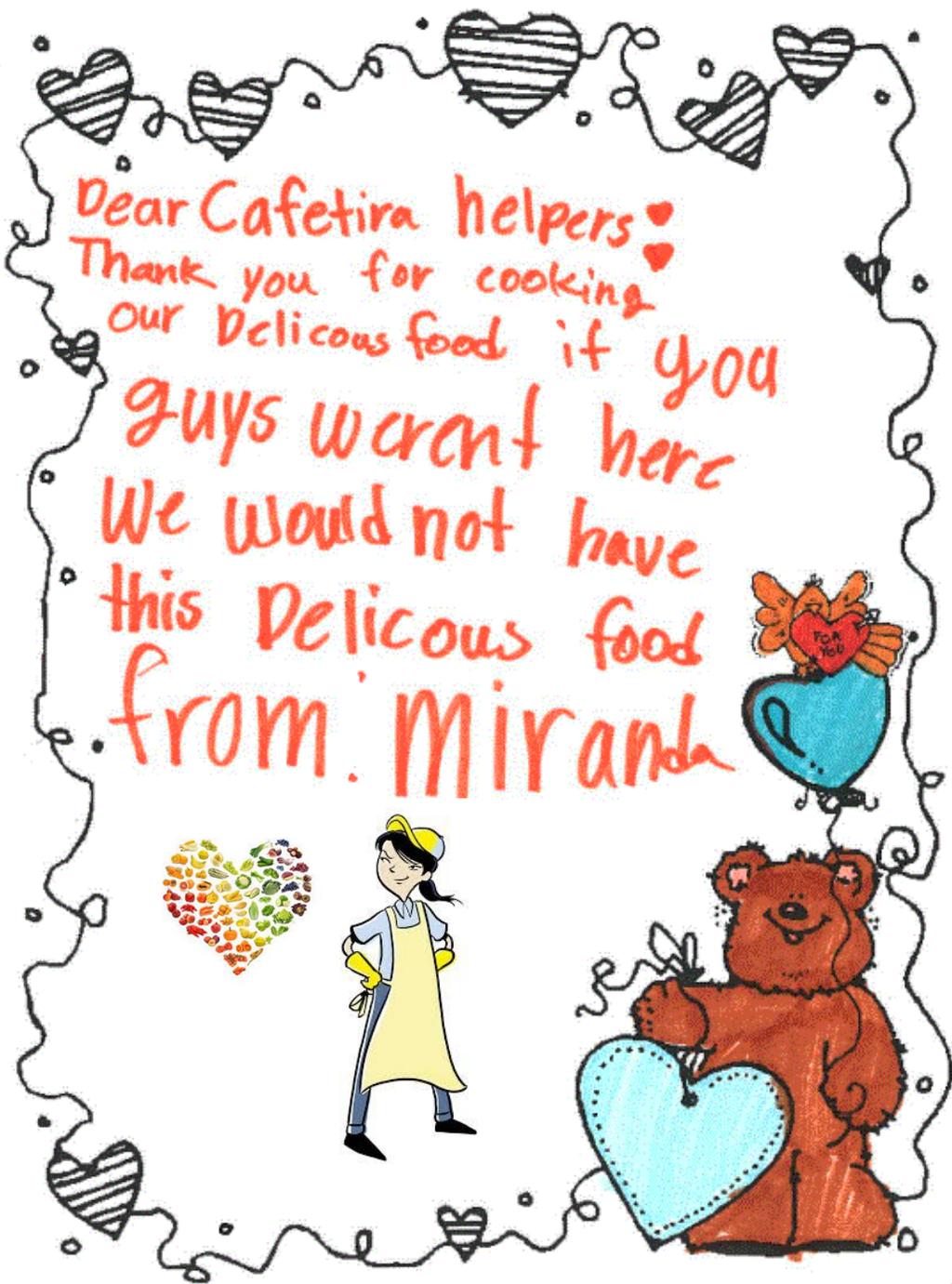
Thank you for our breakfast.

I appreciate what you do for me every
day. Also thank you for my lunch.

At last you are nice to me.

Thank you again.

THEY ARE
APPRECIATED!





THEY ARE THE TEAM THAT
"SERVES EDUCATION"
EVERY DAY !

NOT ALL HEROES WEAR CAPES

**SOME WEAR
APRONS!**



OXNARD SCHOOL DISTRICT CHILD NUTRITION SERVICES

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 04, 2022

Agenda Section: Section A: Preliminary

Adoption of Resolution #21-25 in Recognition of “Teacher Appreciation Week 2022” (Aguilera-Fort)

The Board of Trustees will adopt Resolution #21-25 “Teacher Appreciation Week 2022”, recognizing May 2-6, 2022 as Teacher Appreciation Week 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #21-25 as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #21-25 Teacher Appreciation Week \(1 page\)](#)



OXNARD SCHOOL DISTRICT

Resolution #21-25

Teacher Appreciation Week 2022 ***May 2-6, 2022***

WHEREAS, the Board of Trustees recognizes and supports our teachers as essential builders of the future of this society by educating our children every day, and

WHEREAS, teachers invest time planning high quality lessons, evaluating progress, mentoring students and reflecting about their own teaching practices, and

WHEREAS, teachers, in partnership with parents, instill sound values and good character in our nation's young people; and

WHEREAS, teachers adjust, adapt and improve their lessons to meet the needs of their students, and

WHEREAS, teachers collaborate with their peers, site and district administration to provide students with the academic and social emotional supports, and

WHEREAS, teachers have demonstrated their love, understanding and commitment to be present for each student regardless of her/his/their learning differences.

THEREFORE, BE IT RESOLVED, that the Oxnard School District hereby recognizes and honors the contributions of its teachers to quality education and declares the week of May 2-6, 2022 be observed as "***Teacher Appreciation Week 2022***" in the Oxnard School District.

BE IT FURTHER RESOLVED that the Board extends, throughout the year, its sincere appreciation to the teachers and support staff members of the Oxnard School District for their extraordinary dedication and professional commitment to the students of Oxnard.

Adopted this 4th day of May, 2022.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #21-32 "National School Nurse Day" May 11, 2022 (DeGenna/Nocero)

Recognition of May 11, 2022 as "National School Nurses Day" as proclaimed by the National Association of School Nurses (NASN).

School Nurses are a critical member of our support staff; they are responsible for providing vital links, public and private resources and programs. Our nurses collaborate with Special Education staff, teachers, administrators and parents to ensure that all health needs are addressed in the best interest of every child of the Oxnard School District. They are commended for their hard work in promoting wellness through health education, providing health screenings and services. It is important that all children are healthy and come to school ready to learn.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees adopt Resolution #21-32 as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution #21-32- National School Nurse Day, May 11th.pdf](#)



**RESOLUTION NO. 21-32
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

National School Nurse Day

May 11, 2022

WHEREAS, students are the future and, by investing in the today, we are ensuring our world for tomorrow; and

WHEREAS, families deserve to feel confident that their children will be cared for when they are at school; and

WHEREAS, all students have a right to have their physical and mental health needs safely met while in the school setting; and

WHEREAS, students today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, the COVID-19 pandemic has emphasized the essential role school nurses play in student health and academic success; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student's academic success for more than 100 years; and

WHEREAS, school nurses address the home and community factors (e.g. social determinants) that impact students' health; and

WHEREAS, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

WHEREAS, school nurses are members of school-based teams (e.g., school health services, 504/IEP, disaster/emergency planning) to address the school population; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District recognizes School Nurses as important members of the District team, and extends gratitude on behalf of all staff and students, for the loving care and dedication to the welfare of children that School Nurses so generously give each day.

BE IT FURTHER RESOLVED that the Board of Trustees encourages the Oxnard community to join all its schools in bringing to the attention of everyone the importance of the work of School Nurses as we celebrate May 11, 2022, as National School Nurse Day.

Adopted this 4th day of May, 2022.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #21-33 "Better Hearing and Speech Month" May 2022 (DeGenna/Jefferson)

Recognition of the month of May 2022 as "Better Hearing and Speech Month"

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as "Better Hearing and Speech Month". Speech/Language and Hearing Specialist in our district are recognized for their collaboration with Special Education staff, teachers, administrators and parents. In addition, they are commended for their continuous support to the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech and Hearing skills.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Special Education, that the Board of Trustees adopt Resolution #21-33 as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution 21-33 Better Hearing & Speech Month.pdf](#)



**RESOLUTION NO. 21-33
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***Better Hearing and Speech Month
May 2022***
“Connecting People”

WHEREAS, May is “Better Hearing and Speech Month”; and

WHEREAS, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, will celebrate May as “Better Hearing and Speech Month”; and

WHEREAS, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 218,000 audiologists, and speech-language specialists; and

WHEREAS, the American Speech-Language-Hearing Association celebrates its 97th anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

WHEREAS, each and every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2022 as “Better Hearing and Speech Month,” and expresses appreciation to all members of the district’s Speech/Language staff for the important services they provide to our students.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding Speech and Language Therapists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 4th day of May 2022.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 04, 2022

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Consent Agenda

3rd Quarter Williams Activity Report (DeGenna/Thomas)

EC 1240(C) On a quarterly basis, the county superintendent, or the county superintendent's designee, shall report the results of Williams visits and reviews conducted that quarter to the governing board of the school district at a regularly scheduled meeting held in accordance with public notification requirements. The results of the visits and reviews shall include the determinations of the county superintendent, or the county superintendent's designee, for each school regarding the status of all of the circumstances listed in subparagraph (E) and teacher mis-assignments and teacher vacancies, as described in Section 44258.9 If the county superintendent or the county superintendent's designee, conducts no visits or reviews in a quarter, the quarterly report shall report that fact.

The requirement to report to the governing board is still applied, even though no visits were conducted in the 3rd quarter (Jan-Mar 2022).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of School Performance and Student Outcomes that the Board of Trustees review and accept the 2021-2022 3rd Quarter Williams Activity Report, as presented.

ADDITIONAL MATERIALS:

Attached: [607 Oxnard - Williams Q3 Report.pdf](#)

**Ventura County Office of Education
2021-22 Williams Report
Quarter 3 (January - March 2022)**

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board with schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index to ensure compliance by determining:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment. These visitations are required during the first four weeks of school (quarter 1).
- Facilities - All classrooms and amenities are safe, clean and functional.

The review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC) will be included in the annual report.

Quarter 3 Visitations

District/School	Instructional Materials	Facilities
Oxnard School District		
Chavez Elementary	No visit conducted in Q3	
Curren Elementary	No visit conducted in Q3	
Driffill Elementary	No visit conducted in Q3	
Elm Elementary	No visit conducted in Q3	
Harrington Elementary	No visit conducted in Q3	
Kamala Elementary	No visit conducted in Q3	
Lemonwood Elementary	No visit conducted in Q3	
Marina West Elementary	No visit conducted in Q3	
McKinna Elementary	No visit conducted in Q3	
Ramona Elementary	No visit conducted in Q3	
Ritchen Elementary	No visit conducted in Q3	
Rose Elementary	No visit conducted in Q3	
Sierra Linda Elementary	No visit conducted in Q3	
R.J. Frank Academy	No visit conducted in Q3	
Fremont Academy	No visit conducted in Q3	
Dr. Manuel M. Lopez Academy	No visit conducted in Q3	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: May 04, 2022

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Torres/Torres)

Establish

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 10965 to be established at Fremont school. This position will be established to support a student transferring in with a Special Circumstance Educational Support IEP.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 10966 to be established at McAuliffe school. This position will be established to provide behavioral support in a Therapeutic Learning Class.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 10967 to be established at McAuliffe school. This position will be established to provide behavioral support in a Therapeutic Learning Class.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 10989 to be established at Curren school. This position will be established to provide one-on-one student support.

a seven-hour 183-day Paraeducator – Special Education position number 1966 to be established at Lopez school. This position will be established to update the Instructional Assistant SH/B position to the new job description of Paraeducator – Special Education.

FISCAL IMPACT:

Cost for 5 Paraeducators – Special Education: \$126,677 Special Education 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 of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Consent Agenda

Approval of Out of State Conference Attendance (Aguilera-Fort/DeGenna/Shea)

The Board's approval is requested for Dr. Karling Aguilera-Fort, Superintendent and Dr. Ginger Shea, Director of Enrichment and Specialized Programs (Attendees) to attend the 2022 National School Public Relations Association (NSPRA) Seminar in Chicago, Illinois July 16 through July 20, 2022. This year's theme is "Crossroad for Innovation and Transformation". The seminar offers thought-provoking keynotes, best-practice sessions and networking opportunities.

FISCAL IMPACT:

Not to exceed \$9,000.00 for registration, airfare, ground travel, lodging and meals to be paid from LCAP funds.

RECOMMENDATION:

It is the recommendation of the Superintendent, the Assistant Superintendent Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees approve out-of-state conference attendance, as outlined above.

ADDITIONAL MATERIALS:

Attached: [NSPRA_Seminar_Details \(9 pages\)](#)

Registrant Type	Individual Rate (per person)	Superintendent + Communication Pro Rate (from same employer)	Communication Team Rate x 2 (2 communication pros from same employer, per person)	Communication Team Rate x 3 (3 communication pros from same employer, per person)	CTR (CPE)
NSPRA member	\$805	\$805 – superintendent \$505 – communication pro (with promo code)	\$780	\$715	\$
NSPRA member + dues payment/renewal	\$1,100	\$805 – superintendent \$800 – communication pro (with promo code)	\$1,075	\$1010	\$
Non-member	\$995	\$995 – superintendent \$695 – communication pro (with promo code)	\$970	\$905	\$

REGULAR Registration Rates (May 19 – July 20)

Registrant Type	Individual Rate (per person)	Superintendent + Communication Pro Rate (from same employer)	Communication Team Rate x 2 (2 communication pros from same employer, per person)	Communication Team Rate x 3 (3 communication pros from same employer, per person)	CTR (CPE)
NSPRA member	\$855	\$855 – superintendent \$555 – communication pro (with promo code)	\$830	\$765	\$
NSPRA member + dues payment/renewal	\$1,150	\$855 – superintendent \$850 – communication pro (with promo code)	\$1,125	\$1,060	\$
Non-member	\$1045	\$965 – superintendent \$665 – communication pro (with promo code)	\$1020	\$955	\$

What forms of payment are accepted?

- The Seminar registration system accepts credit card payments (Visa, Mastercard, American Express, Discover) and purchase orders (PO). The PO number and a PDF of the PO must be uploaded at the time of registration.

What is your cancellation policy?

- Seminar registrants are charged \$200 for cancellations received by May 29, \$300 for cancellations from May 30–June 12, and after June 12, there is no refund.

Home

NSPRA 2022 National Seminar



Step into the crossroad of innovation and transformation in school public relations at the NSPRA 2022 National Seminar! Discover thought-provoking keynotes, best-practice sessions and exciting networking opportunities on July 17-20, 2022, when you attend in person at the Sheraton Grand Chicago Hotel or online via the virtual event platform.

At the Seminar, look forward to these investments in your professional development:

- Major national keynote speakers during two General Sessions open to both in-person and virtual Seminar attendees:
 - Monday, July 18—**Duncan Wardle**, "Ignite a Culture of Innovation and Creativity"
 - Tuesday, July 19—**Greg Bell**, "Water the Bamboo: Unleashing the Potential of Teams and Individuals"
- Major national keynote speaker during a Superintendents' Luncheon Session exclusively for Seminar attendees who are superintendents, assistant superintendents or school board members:
 - Monday, July 18—**Dr. Laura Murillo**, "Lead in Life: People. Passion. Persistence"
- Nearly 100 breakout sessions
- Networking lunches and receptions
- Access to industry partners in the Marketplace

[Home](#) >> [NSPRA Seminar](#)

Seminar Schedule at a Glance (In Person)



The [NSPRA 2022 National Seminar](#) program for **in-person attendees** includes four days of networking opportunities, special events and learning sessions from July 17–20. Just prior to the Seminar, there will be two days of special-interest workshops, on July 16–17, available for an additional registration fee. Following is a broad overview of the **in-person Seminar schedule** as currently planned, but some adjustments may be made as session programming is confirmed.

All in-person events will take place at the Sheraton Grand Chicago Hotel, 301 E North Water St., Chicago, Illinois. **All times are listed in Central Time**, which is the local time zone for Chicago. More details on room locations will be shared at a later date, after session programming is confirmed.

NOTE: Thinking about attending the virtual Seminar instead? A schedule at a glance for the virtual Seminar will be posted at a later date.

Saturday, July 16

- 7:30 a.m. – 4:30 p.m. Registration
- 8:30 – 9 a.m. Coffee service for Pre-Seminar Workshops
- 9 a.m. – 4 p.m. **Pre-Seminar Workshops** (Additional registration required)

Sunday, July 17

- 6:30 – 7:30 a.m. #K12PR5K Fun Run
- 7:30 a.m. – 6:30 p.m. Registration
- 8 – 11:45 a.m. **Leaders' Meeting Breakfast** (open to all NSPRA chapter and national officers)
- 8 – 8:30 a.m. Coffee service for Pre-Seminar Workshops
- 9 a.m. – 4 p.m. **Pre-Seminar Workshops** (*Additional registration required*)
- 1 – 2:15 p.m. **Annual Meeting and Celebration of Achievement**
- 2:30 – 3:45 p.m. **How to Make the Most of Your First NSPRA Seminar** (networking event)
- 4 – 5:15 p.m. **Regional Colleague Connections** (networking event)
- 5:15 – 6:15 p.m. **Celebrating Equity Through Inclusion Mixer** (networking event)
- 6:30 – 8 p.m. **Opening Reception in Partnership with Blackboard** (networking event)

Monday, July 18

- 7:30 a.m. – 5 p.m. Registration Open
- 8 – 9 a.m. **Skill Sessions**
- 8:30 a.m. – 4:15 p.m. NSPRA Member Center Open
- 8:30 a.m. – 4:15 p.m. Marketplace Open
- 9 – 9:30 a.m. Break
- 9:05 – 9:25 a.m. **Marketplace Product Demos—New in 2022!**
- 9:30 – 11:30 a.m. **Monday General Session and Awards Presentation**
- 11:30 a.m. – 1 p.m. **Superintendents' Luncheon Session** (*By invitation only*)
- 11:30 a.m. – 1:15 p.m. **Lunch Break/Networking Event With Boxed Lunches** (*Save time: Purchase a boxed lunch when registering for the Seminar.*)—**New in 2022!**
- 1:15 – 2:45 p.m. **Action Labs, Special Sessions**
- 2:45 – 3 p.m. Break
- 3 – 4 p.m. **Corporate Showcase Sessions, Skill Sessions and Networking Sessions**
- 4 – 4:15 p.m. Break
- 4:15 – 5:15 p.m. **Skill Sessions and Networking Sessions**
- 5:30 – 6:30 p.m. **#k12prchat Tweetup** (networking event)
- 6:30 – 7:30 p.m. **NSPRA President's Reception** (*By invitation only*)

Tuesday, July 19

- 7:30 a.m. – 5 p.m. Registration Open
- 8 – 9 a.m. Skill Sessions
- 8:30 a.m. – 4:15 p.m. NSPRA Member Center Open
- 8:30 a.m. – 4:15 p.m. Marketplace Open
- 9 – 9:30 a.m. Break
- 9:05 – 9:25 a.m. Marketplace Product Demos—**New in 2022!**
- 9:30 a.m. – 11:30 a.m. **Tuesday General Session** and Awards Presentation
- 11:30 a.m. – 1 p.m. NSPRA Council of Presidents Luncheon (*By invitation only*)
- 11:30 a.m. – 1 p.m. APR Brown Bag Networking Session (*By invitation only. Save time: Purchase a boxed lunch when registering for the Seminar.*)
- 11:30 a.m. – 1:15 p.m. Lunch Break/Networking Event With Boxed Lunches (*Save time: Purchase a boxed lunch when registering for the Seminar.*)—**New in 2022!**
- 1:15 – 2:45 p.m. Action Labs, Special Sessions
- 2:45 – 3 p.m. Break
- 3 – 4 p.m. Corporate Showcase Sessions, Skill Sessions and Networking Sessions
- 4 – 4:15 p.m. Break
- 4:15 – 5:15 p.m. Skill Sessions and Networking Sessions
- 5:15 – 6:15 p.m. Marketplace Closing Reception—**New in 2022!**
- 6:30 – 7:30 p.m. Mentor Match Networking Reception (*by invitation only*)—**New in 2022!**

Wednesday, July 20

- 7:30 – 11 a.m. Registration Open
- 8 – 9 a.m. Gold Mine Roundtables – Session I—**New in 2022!**
- 9 – 9:15 a.m. Break
- 9:15 – 10:15 a.m. Gold Mine Roundtables – Session II
- 10:15 a.m. – 10:30 a.m. Break
- 10:30 – 11:30 a.m. Skill Sessions

- 11:45 a.m. – 1:45 p.m. **NSPRA President Installation and Gold Medallion Awards Ceremony Luncheon Sponsored by K12 Insight** (*Additional registration required*)

Thank You to Our 2022 Gold Sponsors:

Blackboard

 **FINALSITE**

 **Intrado**
SchoolMessenger

K12 Insight 

 **smore**

 **ThoughtExchange**

Thank You to Our 2022 Silver Sponsors:

 *bangthetable.*

Become a Member

MEMBER SIGN IN

Username or e-mail *

Password *

Log In

REQUEST NEW PASSWORD

Membership

Find out more about the [benefits of becoming a member of NSPRA!](#)

Social Media

Connect with us!

Home >> NSPRA Seminar

Reserve Your Room



All in-person programming for the NSPRA 2022 National Seminar will take place at the Sheraton Grand Chicago Hotel. **Seminar guests are encouraged to make their room reservation as soon as possible since rooms at the Seminar hotel tend to fill up fast.** The reservation deadline is June 15, 2022, or until the block fills.

Book Your Room at the Sheraton Grand Chicago Hotel

Sheraton Grand Chicago Hotel
301 East North Water Street
Chicago, IL 60611
Phone: 312-464-1000

The room rates at the Sheraton Grand Chicago for guests attending the NSPRA 2022 National Seminar will be:

- **Single/Double Occupancy: \$229++**

Make your online reservation for the NSPRA 2022 National Seminar, or you can call **800-325-3535** and identify yourself as an





Meals & Incidentals (M&IE) Breakdownⁱ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and en

Primary Destination ⁱ	County ⁱ	M&IE Total
Chicago	Cook / Lake	\$79

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: May 04, 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 5.4.22 \(2 pgs\).pdf](#)
[Certificated Personnel Actions 5.4.22 \(1 pg\).pdf](#)

New Hires

Castillo, Cristina	Office Assistant II, Position #10630 Rose Avenue 8.0 hrs./203 days	04/19/2022
Castro, Jesus J.	Grounds Maintenance Worker I, Position #1173 Grounds 8.0 hrs./246 days	05/03/2022
Delgado Morales, Raul J.	Custodian, Position #10470 Custodial Services 8.0 hrs./246 days	04/18/2022
Hall, Andrea M.	Health Care Technician, Position #2943 Pupil Services 8.0 hrs./183 days	05/02/2022
Leon, Christian J.	Grounds Maintenance Worker I Grounds 8.0 hrs./246 days	04/05/2022
Renteria, Paul E.	Custodian, Position #10473 Custodial Services 8.0 hrs./246 days	04/11/2022
Valencia Llamas, Lorena J.	Office Assistant II, Position #10614 Chavez 8.0 hrs./203 days	04/20/2022
Valentine, Megan	School Occupational Therapist, Position #10871 Special Education 8.0 hrs./203 days	04/20/2022
Valerio Navarrete, Maria Y.	Language Assessment Technician, Position #2441 Enrollment Center 5.5 hrs./246 days	04/19/2022
Zeider, Lori L.	Paraeducator – Special Education, Position #10600 Special Education 8.0 hrs./183 days	05/02/2022

Limited Term/Substitutes

Campos Garcia, Carolina	Custodian, Campus Assistant (substitute)	04/12/2022
Cruz, Gilbert	Custodian (substitute)	04/08/2022
Diaz, Imelda	Clerical (substitute)	04/05/2022
Escobar, Juan Angel	Custodian, Campus Assistant (substitute)	04/19/2022
Gamino Caudillo, Jannet	Custodian, Campus Assistant (substitute)	04/19/2022
Ginsberg, Reina	Child Nutrition Worker (substitute)	04/07/2022
Magana, Oscar	Paraeducator (substitute)	04/08/2022
Rivera, Rachel	Clerical (substitute)	04/01/2022
Sampson, Michelle	Custodian, Clerical, Campus Assistant (substitute)	04/12/2022
Uribe, Angelica	Paraeducator (substitute)	04/19/2022

Promotions

Calderon Ruiz, Nancy	Paraeducator – Special Education, Position #7947 Marina West 5.75 hrs./183 days Paraeducator III, Position #2681 Special Education 5.75 hrs./183 days	04/19/2022
Castellanos Vizcaino, Ana L.	Office Assistant III, Position #10162 San Miguel 8.0 hrs./246 days Language Assessment Technician, Position #2436 Enrollment Center 5.5 hrs./246 days	04/11/2022

Transfers

Nunez, Charles J.	Custodian, Position #1510	04/11/2022
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Ybarra, Patrice M.	Curren 8.0 hrs./246 days
	Custodian, Position #10472
	Facilities 8.0 hrs./246 days
	Child Nutrition Worker, Position #1704
	McKinna 5.0 hrs./185 days
	Child Nutrition Worker, Position #6409
	McKinna 5.0 hrs./185 days

Leave of Absences

Velasquez, Rosario Y.	Child Nutrition Worker, Position #1287	04/01/2022 – 04/19/2022
	Rose Avenue 5.0 hrs./185 days	

Resignations

Alvarado, Tiffany K.	Office Assistant II, Position #10536	04/15/2022
	Special Education 8.0 hrs./246 days	
Hernandez, Miguel	Maintenance Worker II, Position #829	04/22/2022
	Maintenance 8.0 hrs./246 days	
Lara, Maria	Outreach Specialist, Position #6076	04/22/2022
	Frank 8.0 hrs./180 days	
Ramos, Natali A.	Speech Language Pathology Assistant, Position #8152	04/15/2022
	Special Education 8.0 hrs./246 days	

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

Alvarado, Tiffany	Substitute Teacher	2021/2022 School Year
Martinez, Gwendolyn	Substitute Teacher	2021/2022 School Year
Ramirez, Maria Veronica	Substitute Teacher	2021/2022 School Year

Retirement

Anderson, Sheri	Teacher	June 17, 2022
Arevalo, Deborah	Teacher	June 17, 2022

Resignation

Miller, Chelsea	Teacher	June 17, 2022
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Unpaid Leave of Absence

Bernard, Margarita	Teacher	04/1 - 4/22/2022
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Temporary Release

In accordance to Ed Code 44954(b) the following temporary certificated employees will be released from contract at the end of the 2021-2022 school year:)

Arevalo, Alex	Intervention Service Provider	June 17, 2022
Avalos, Valentina	Intervention Service Provider	June 17, 2022
Christensen, Elsa	Intervention Service Provider	June 17, 2022
Colton, Irene	Intervention Service Provider	June 17, 2022
Eman, Jennifer	Teacher	June 17, 2022
Gonzales, Lissette	Teacher	June 17, 2022
Haavaldsen, Lynn	Intervention Service Provider	June 17, 2022
Jose, Victoria	Intervention Service Provider	June 17, 2022
Legohn, W Fundi	Intervention Service Provider	June 17, 2022
Lopez, Marilu	Intervention Service Provider	June 17, 2022
Lopez, Stephanie	Teacher	June 17, 2022
McMurray, Jennifer	Intervention Service Provider	June 17, 2022
McMurray, Traci	Teacher	June 17, 2022
Morales, Ma Guadalupe	Teacher	June 17, 2022
Murillo, Osiris	Teacher	June 17, 2022
Nielsen, Heather	Teacher	June 17, 2022
Orozco, Daniella	Teacher	June 17, 2022
Ruiz, Jazmin	Teacher	June 17, 2022
Salgado Maceda, Veronica	Teacher	June 17, 2022
Tyson, Iain	Teacher	June 17, 2022
Varav, Sally	Teacher	June 17, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-201 – Dr. Elin Kelsey (DeGenna/Fox)

Oxnard School District was awarded the NOAA B-WET Grant (titled “The Islands Around Us), which will provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks).

Dr. Elin Kelsey will provide guest lecturer services for the B-WET Teacher Professional Development Program grant. Services include:

- In conjunction with OSD grant staff, develop and implement a virtual webinar workshop as part of the BWET project in compliance with grant requirements.

Term of Agreement: May 1, 2022 through July 30, 2022

FISCAL IMPACT:

Not to exceed \$1,500.00 - NOAA B-WET Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-201 with Dr. Elin Kelsey.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-201, Dr. Elin Kelsey \(1 Page\)](#)

**Agreement #21-201 between
Elin Kelsey and
Oxnard School District
for Guest Lecturer Services**

The scope of this document is to define the roles and responsibilities of **Dr. Elin Kelsey** and Oxnard School District. The purpose is for **Dr. Elin Kelsey** to provide **guest lecturer** services for a teacher professional development grant during the 2021-2022 academic school year.

This serves as a Memorandum of Understanding and Responsibility Agreement between “**Oxnard School District**” and **Dr. Elin Kelsey** to work together to support The Islands Around Us Bay Watershed Education and Training Program (B-WET) grant.

Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. Dr. Elin Kelsey agrees to:

- a. Provide guest lecturer services for the BWET Teacher Professional Development Program grant. Dates of service will be between May 1, 2022 – July 30, 2022. The services will be provided by **Dr. Elin Kelsey** for a total cost of \$1,500.00 per workshop. Includes:
 - In conjunction with OSD grant staff, develop, and implement a virtual webinar workshop as part of the BWET project in compliance with grant requirements.

2. Oxnard Elementary agrees to:

- a. Pay **Dr. Elin Kelsey** a total of \$1,500.00 per webinar/workshop for their services.

Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented May 1, 2022 – July 30, 2022. Specific dates may be adjusted as mutually agreed upon.

For Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For Dr. Elin Kelsey

March 28 2022



Dr. Elin Kelsey

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-202 – Twig Education Inc. (DeGenna/Fox)

Oxnard School District will adopt K-5 science curriculum, Twig Science, for the 2022-2023 school year. In addition to the included Twig Science training, OSD has also arranged for Twig Education Inc. to provide additional Professional Development as follows:

- 1) Intro to Next Generation Science Training (NGSS):
8 Days Onsite Professional Development for up to 40 participants per day

- 2) 5 Days Professional Development Webinars for up to 40 participants per day

Term of Agreement: June 1, 2022 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$43,426.88 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-202 with Twig Education Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-202, Twig Education Inc. \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Oxnard School District
1051 S A St
Oxnard CA 93030

Date 3/28/2022
Quote No. 256895
Acct. No. 03:ox:CA:12215044
Total \$43,426.88
Pricing Expires 6/26/2022

Payment Schedule	Contract Start	Contract End
	6/1/2022	6/30/2025

Qty	Description	Comment	End Date
	Oxnard School District		
8	Twig Professional Development Onsite Day - Up to 40 Participants		06/30/2025
5	Twig Professional Development Webinar - Up to 40 Participants		06/30/2025

Subtotal	\$39,750.00
Tax Total	\$3,676.88
Total	\$43,426.88

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/twig-standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Imagine Learning Representative

Signature: _____
 Print Name: Lisa A. Franz
 Title: Director, Purchasing
 Date: _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Imagine Learning LLC 8860 E Chaparral Rd Ste 100 Scottsdale, AZ 85250	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

INSURER AFFORDING COVERAGE: Continental Casualty Company NAIC#: 20443
 POLICY NUMBER: 652281981 EFF DATE: 10/29/2021 EXP DATE: 10/29/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional (E&O) / Cyber	Per Claim/Aggregate	\$5,000,000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-03 - Gold Coast K9 (DeGenna/Nocero)

Gold Coast K9 will provide six K9 visits per month for ten months at Lopez, Frank and Fremont Middle Schools, as well as one K9 visit per month for ten months at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall and Soria Schools for a total of 130 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Board Policy #5145.12 and utilize training methods accepted within the profession and designed to meet POST training standards in the State of California.

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

FISCAL IMPACT:

Total not to exceed \$26,000.00 – General Fund

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-03 with Gold Coast K9, for the 2022-2023 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-03, Gold Coast K9 \(13 Pages\)](#)

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

[Certificate of Insurance \(5 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-03

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of May 2022 by and between the Oxnard School District (“District”) and Gold Coast K9 (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2022** through **June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Six Thousand Dollars (\$26,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Jodi Nocero
Phone: 805.385.1501 x2161
Fax: 805.385.1502

To Consultant: Gold Coast K9
PO Box 5009
Ventura, CA 93005
Attention: Rodney Spicer
Phone: 805.647.1799
Fax:

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

GOLD COAST K9:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-03

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-03

SERVICES

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

Gold Coast K9 will provide six K9 visits per month for ten months at Lopez, Frank and Fremont Middle Schools, as well as one K9 visit per month for ten months at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall and Soria Schools for a total of 130 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Board Policy #5145.12 and utilize training methods accepted within the profession and designed to meet POST training standards in the State of California.

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

A report of findings from all searches conducted during the 2022-23 school year.

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Report of all searches conducted during the 2022-23 school year	July 31, 2023
B. N/A	
C. N/A	
D. N/A	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #22-03

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-03

COMPENSATION

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

***PER ATTACHED PROPOSAL DATED FEBRUARY 14, 2022**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$26,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-03

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-03

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-03

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-03

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **GOLD COAST K9**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



**AGREEMENT TO PROVIDE K9 SAFETY CHECKS FOR THE OXNARD SCHOOL DISTRICT
2022/ 2023 SCHOOL YEAR**

February 14, 2022

Gold Coast K9 will provide six K9 visits per month for ten months for a total of 60 detection sniffs at Lopez, Frank and Fremont Intermediate as well as one K9 sniff per month for ten months at Soria, Chavez, Curren, Driffill, Lemonwood, Marshall, and Kamala for a total of 130 K9 safety check visits for the Oxnard School District. Gold Coast K9 will conduct all detection sniffs in accordance with the Oxnard School District Policy and utilize training methods accepted within the profession and designed to meet POST training standards in the state of California. The areas to be sniffed will be Bathrooms, Locker Rooms and Open areas, Classrooms will be at the Superintendents discretion.

Gold Coast K9 will provide detection sniffs in the following odors.

- Heroin
- Marijuana
- Spice
- Cocaine
- Methamphetamine
- Guns
- Alcohol
- Smokeless Powder
- TNT
- Dynamite
- Potassium Chlorate
- Sodium Chlorate
- C-4
- Ammonium Nitrate Dynamite
- PETN
- RDX
- Det Cord

For the services to be provided, Gold Coast K9 will charge \$26,000.00 for 130 K9 detection sniffs.

Rodney Spicer/owner

District Representative

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS7426636	08/17/2021	K-9 SERVICES, LLC DBA: GOLD COAST K-9	05022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- 1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

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

- 2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 - 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 - 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WITH WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS. UNITED STATES</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Academic Agreement

Approval of Amendment #3 to Agreement #21-130 – Island Packers (DeGenna/Fox)

At the Board Meeting of October 20, 2021, the Board of Trustees approved Agreement #21-130 with Island Packers, in the amount of \$9,000.00, to provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks). The teacher professional development for this grant will include field excursions to Channels Islands National Park. Island Packers will provide the boat transportation for the staff and participants to and from the Channel Islands National Park.

At the Board meeting of December 15, 2021, the Board of Trustees approved Amendment #1 for an additional teacher professional development day on February 26, 2022, for a trip to Santa Cruz Island, Channel Islands National Park. No additional funds were required for this added trip.

At the Board meeting of March 16, 2022, the Board of Trustees approved Amendment #2, in the amount of \$3,000.00, for two (2) additional teacher professional development days on April 2, 2022, and May 7, 2022 for trips to Santa Cruz Island, Channel Islands National Park, for a new total agreement amount of \$12,000.00.

Amendment #3 adds one (1) additional teacher professional development day on June 18, 2022, for a trip to Santa Rosa Island, Channel Islands National Park. No additional funds are required for this added trip.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #3 to Agreement #21-130 with Island Packers.

ADDITIONAL MATERIALS:

Attached: [Amendment #3 \(1 Page\)](#)

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

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

[Agreement #21-130, Island Packers \(2 Pages\)](#)



Day Trip Service Agreement

Account # 418752

Booking # R1111072

TRIP INFORMATION

Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure:	Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001		
Departure Date: Saturday, June 18, 2022	Vessel:	Islander	
Departure Time: 8:00 AM	Check In Time: 7:15 AM	Depart Island: 4:00 PM	Return to Dock: 6:30 PM
Island Destination: Santa Rosa Island - Bechers Bay			
Special Requests			

RESERVED FOR

Please review and change incorrect information prior to signing and returning

Last Name	Raskin	First Name	Sarah	Group	Oxnard Unified Teachers/ BWet Grant		
Street Address	1051 South A Street		City	Oxnard	St.	CA	Zip Code 93003-
Phone (831) 566-3343 x	Cell	Fax	Email sraskin@oxnardsd.org				

FINANCIAL INFORMATION

All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Seats Reserved	18	Trip Fares: SR ** \$77.00 Adults -- \$67.00 Child (3-12 years) -- \$77.00 Senior (55 & older)
Kayaks Transport Space Reserved:	0	Kayak Transport Fare: Single Kayak \$20.00 Double Kayaks 28.00
A Deposit of \$277.00	Has Been Waived	03/29/22 Balance Due By: 6/4/22
Final Passenger Count Due: 6/4/2022	Failure to reduce your passenger count will result in paying for unfilled seats A minimum of 10 pasengers is required for this discounted fare.	
Additional charges for : A/R at checkin; bill school district		
No individual check-in/payments are permitted .		

CANCELATION POLICY

Cancelations made 30 days or more prior to the trip date will receive a full refund of the deposit paid.

Full payment for all reservations held, is due 2 weeks prior to trip departure date.

Any cancelations less than 2 weeks to 72 hours prior to the trip date must be 15% or less of the number of passenger spaces reserved to receive any refund.

No refunds for cancelations less than 72 hours prior to the trip departure.

You **DO NOT** have a confirmed agreement until the required deposit is received. I In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return a copy it Island Packers upon your receipt of this document.

I AGREE TO THE TERMS AND CONDITIONS HEREIN

DATE _____

Lisa A. Franz, Director, Purchasing

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone 805-642-1393 Ext. 307 Fax 805-642-6573 E-Mail groupcharters@islandpackers.com

Operator R11

Date 3/29/2022

Sent By R11

S/A Mailed 3/30/22



Day Trip Service Agreement

Account # 418752

Booking # R1110915

TRIP INFORMATION

Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure:	Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001		
Departure Date:	Saturday, April 02, 2022	Vessel:	Island Explorer
Departure Time:	9:00 AM	Check In Time:	8:15 AM
Depart Island:	4:30 PM	Return to Dock:	5:30 PM
Island Destination: Santa Cruz Island - Scorpion Cove			
Special Requests			

RESERVED FOR

Please review and change incorrect information prior to signing and returning

Last Name	Raskin	First Name	Sarah	Group	Oxnard School District Teachers		
Street Address	1051 South A Street		City	Oxnard	St.	CA	Zip Code 93003-
Phone	(831) 566-3343 x	Cell		Fax		Email	sraskin@oxnardsd.org

FINANCIAL INFORMATION

All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Seats Reserved	26	Trip Fares: SC **	\$58.00 Adults -- \$45.00 Child (3-12 years) -- \$58.00 Senior (55 & older)
Kayaks Transport Space Reserved:	0	Kayak Transport Fare: Single Kayak	\$20.00 Double Kayaks 28.00
A Deposit of \$300.00	Has Been Waived	02/03/22	Balance Due By: 4/16/22
Final Passenger Count Due:	3/19/2022	Failure to reduce your passenger count will result in paying for unfilled seats A minimum of 10 pasengers is required for this discounted fare.	
Additional charges for : No individual check-in/payments are permitted .			

CANCELATION POLICY

Cancelations made 30 days or more prior to the trip date will receive a full refund of the deposit paid.

Full payment for all reservations held, is due 2 weeks prior to trip departure date.

Any cancelations less than 2 weeks to 72 hours prior to the trip date must be 15% or less of the number of passenger spaces reserved to receive any refund.

No refunds for cancelations less than 72 hours prior to the trip departure.

You **DO NOT** have a confirmed agreement until the required deposit is received. I In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return a copy it Island Packers upon your receipt of this document.

Lisa A. Franz, Director, Purchasing

I AGREE TO THE TERMS AND CONDITIONS HEREIN _____ DATE _____

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone 805-642-1393 Ext. 307 Fax 805-642-6573 E-Mail groupcharters@islandpackers.com

Operator	R11	Date	2/3/2022	Sent By	R01	S/A Mailed	2/6/22
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Day Trip Service Agreement

Account # 418752

Booking # **R1110914**

TRIP INFORMATION		Please review Date, Time & Destination. Notify Group Sales if incorrect.	
Harbor of Departure:		Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001	
Departure Date: Saturday, May 07, 2022		Vessel: Islander	
Departure Time: 9:00 AM	Check In Time: 8:15 AM	Depart Island: 4:00 PM	Return to Dock: 6:00 PM
Island Destination: Santa Cruz Island - Prisoners Harbor			
Special Requests			

RESERVED FOR		Please review and change incorrect information prior to signing and returning	
Last Name: Raskin	First Name: Sarah	Group: Oxnard School District Teachers	
Street Address: 1051 South A Street		City: Oxnard	St. CA Zip Code: 93003-
Phone: (831) 566-3343 x	Cell:	Fax:	Email: sraskin@oxnardsd.org

FINANCIAL INFORMATION		All Payment Terms must be met. Notify Group Sales if unable to meet terms.	
Seats Reserved: 25	Trip Fares: SC ** \$58.00 Adults -- \$45.00 Child (3-12 years) -- \$58.00 Senior (55 & older)		
Kayaks Transport Space Reserved: 0	Kayak Transport Fare: Single Kayak \$20.00 Double Kayaks 28.00		
A Deposit of \$225.00	Has Been Waived	02/03/22	Balance Due By: 4/23/22
Final Passenger Count Due: 4/23/2022	Failure to reduce your passenger count will result in paying for unfilled seats A minimum of 10 pasengers is required for this discounted fare.		
Additional charges for : _____			
No individual check-in/payments are permitted .			

CANCELATION POLICY

Cancelations made 30 days or more prior to the trip date will receive a full refund of the deposit paid.
Full payment for all reservations held, is due 2 weeks prior to trip departure date.
Any cancelations less than 2 weeks to 72 hours prior to the trip date must be 15% or less of the number of passenger spaces reserved to receive any refund.
No refunds for cancelations less than 72 hours prior to the trip departure.

You **DO NOT** have a confirmed agreement until the required deposit is received. I In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return a copy it Island Packers upon your receipt of this document.

Lisa A. Franz, Director, Purchasing

I AGREE TO THE TERMS AND CONDITIONS HEREIN _____ DATE _____

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
 Phone 805-642-1393 Ext. 307 Fax 805-642-6573 E-Mail groupcharters@islandpackers.com

Operator	R11	Date	2/3/2022	Sent By	R01	S/A Mailed	2/6/22
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Day Trip Service Agreement

Account # 418752

Booking # R1110778

TRIP INFORMATION				Please review Date, Time & Destination. Notify Group Sales if incorrect.			
Harbor of Departure: Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001							
Departure Date: Saturday, February 26, 2022			Vessel: Island Adventure				
Departure Time: 9:00 AM		Check In Time: 8:15 AM		Depart Island: 2:45 PM		Return to Dock: 4:30 PM	
Island Destination: Santa Cruz Island - Prisoners Harbor							
Special Requests Please note: Your destination is the second drop-off and the first pick-up							

RESERVED FOR				Please review and change incorrect information prior to signing and returning			
Last Name Raskin		First Name Sarah		Group Oxnard School District Teachers			
Street Address 1051 South A Street			City Oxnard		St. CA	Zip Code 93003-	
Phone (831) 566-3343 x		Cell	Fax	Email sraskin@oxnardsd.org			

FINANCIAL INFORMATION				All Payment Terms must be met. Notify Group Sales if unable to meet terms.			
Seats Reserved 30		Trip Fares: SC ** \$58.00 Adults -- \$45.00 Child (3-12 years) -- \$58.00 Senior (55 & older)					
Kayaks Transport Space Reserved: 0		Kayak Transport Fare: Single Kayak \$20.00 Double Kayaks 28.00					
A Deposit of \$350.00		Has Been Waived		10/28/21		Balance Due By: 2/28/22	
Final Passenger Count Due: 2/12/2022		Failure to reduce your passenger count will result in paying for unfilled seats A minimum of 10 pasengers is required for this discounted fare.					
Additional charges for : PO number P22-01809- A/R at checkin and bill after trip							
No individual check-in/payments are permitted .							

CANCELATION POLICY

Cancelations made 30 days or more prior to the trip date will receive a full refund of the deposit paid.
Full payment for all reservations held, is due 2 weeks prior to trip departure date.
Any cancelations less than 2 weeks to 72 hours prior to the trip date must be 15% or less of the number of passenger spaces reserved to receive any refund.
No refunds for cancelations less than 72 hours prior to the trip departure.

You **DO NOT** have a confirmed agreement until the required deposit is received. | In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.
Sign and return a copy it Island Packers upon your receipt of this document.

I AGREE TO THE TERMS AND CONDITIONS HEREIN

Lisa A. Franz

DATE 12-16-2021

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
 Phone 805-642-1393 Ext. 307 Fax 805-642-6573 E-Mail groupcharters@islandpackers.com

Operator R11	Date 10/28/2021	Sent By	S/A Mailed
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Day Trip Service Agreement

Account # 418752

Booking # R1110659

TRIP INFORMATION

Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure:	Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001		
Departure Date: Saturday, December 11, 2021	Vessel:	Islander	
Departure Time: 9:00 AM	Check In Time: 8:15 AM	Depart Island: 3:30 PM	Return to Dock: 4:30 PM
Island Destination:	Santa Cruz Island - Scorpion Cove		
Special Requests			

RESERVED FOR

Please review and change incorrect information prior to signing and returning

Last Name	Raskin	First Name	Sarah	Group	Oxnard School District Teachers			
Street Address	1051 South A Street		City	Oxnard	St.	CA	Zip Code	93003-
Phone	(831) 566-3343 x	Cell		Fax		Email	sraskin@oxnardsd.org	

FINANCIAL INFORMATION

All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Seats Reserved	35	Trip Fares: SC ** \$58.00 Adults -- \$45.00 Child (3-12 years) -- \$58.00 Senior (55 & older)
Kayaks Transport Space Reserved:	0	Kayak Transport Fare: Single Kayak \$20.00 Double Kayaks 28.00
A Deposit of \$400.00	Has Been Waived	08/24/21
Final Passenger Count Due: 11/27/2021		Balance Due By: 11/27/21
Additional charges for :		
No individual check-in/payments are permitted .		

CANCELATION POLICY

Cancelations made 30 days or more prior to the trip date will receive a full refund of the deposit paid.

Full payment for all reservations held, is due 2 weeks prior to trip departure date.

Any cancelations less than 2 weeks to 72 hours prior to the trip date must be 15% or less of the number of passenger spaces reserved to receive any refund.

No refunds for cancelations less than 72 hours prior to the trip departure.

You **DO NOT** have a confirmed agreement until the required deposit is received. In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return a copy it Island Packers upon your receipt of this document.

I AGREE TO THE TERMS
AND CONDITIONS HEREIN

Lisa A. Franz, Director, Purchasing

Lisa A. Franz

DATE 10-21-2021

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone 805-642-1393 Ext. 307 Fax 805-642-6573 E-Mail groupcharters@islandpackers.com

Operator R11

Date 8/24/2021

Sent By R09

S/A Mailed 9/10/21

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-04 - Ventura County Office of Education/SELPA (DeGenna/Nocero)

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

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

FISCAL IMPACT:

SESS Services Cost: 4 hours per week at \$90.00/hour x 43 weeks = \$15,480.00 - MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-04 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-04, Ventura County Office of Education \(1 Page\)](#)



Ventura County Office of Education



SOCIAL/EMOTIONAL SERVICES SPECIALIST 2022-2023 AGREEMENT

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

Social/Emotional Services Specialist

Hours/Days per week: 4 hours per week (Gen Ed)

Cost per hour: \$90.00 per hour

Formula: (4 hrs/wk x \$90hr) = **\$360.00** x 43 weeks = **\$15,480.00**

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

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

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

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

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

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

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

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

District Administrator Name: Lisa A. Franz, Director, Purchasing

Date: _____

Signature

District Business Office Name and Contact: _____

SELPA Director Name: Regina Reed

Signature: [Handwritten Signature] Date: 1/28/2022

Signature

VCOE Business Department Signature: _____ Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-05 – Center for Teaching for Biliteracy (DeGenna/Fox)

The Center for Teaching for Biliteracy will provide Virtual and In-Person Professional Development in the area of Dual Language Programs, for K-4th grade teachers on creating learning plans (lesson plans) from biliteracy units.

Term of Agreement: August 11, 2022 through August 12, 2022

FISCAL IMPACT:

Not to exceed \$40,000.00 (including travel expenses) – Title II

RECOMMENDATION:

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-05 with Center for Teaching for Biliteracy.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-05, Center for Teaching for Biliteracy \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



OSD AGREEMENT #22-05

Agreement

This proposal is valid until May 20, 2022

Center for Teaching for Bilingual Literacy (hereinafter referred to as the Contractor) and Oxnard Public Schools, CA (hereinafter referred to as the “District”) desire to enter in this Agreement subject to the following terms and conditions:

1. Scope of Services: and 2. Consultant fee and expenses:

Date	Activity	Fees
August 11 and 12, 2022	In-person professional development for K-4 dual language teachers on creating learning plans (lesson plans) from bilingual units. <ul style="list-style-type: none"> • 200 teachers total • 4 consultants 	\$40,000 total (professional fee plus travel expenses)

NOTE: If the COVID-19 situation continues into the 2022-2023 school year, the Center for Teaching for Bilingual Literacy reserves the right to move the in-person professional development to a virtual platform at any time. If that is the case, a new proposal will be created, and this contract will be cancelled.

3. Independent Contractor.

The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will not:

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor’s services will be consistent with generally accepted industry standards for the Contractor’s customary services and products; and
- c. Terminate the Contractor’s current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Combine its business operations in any way with the Contractor’s business, but instead both Parties will maintain their own operations as separate and distinct.

4. Intellectual Property. Neither party shall acquire any rights, either expressed or implied, to the intellectual property of the other unless expressly acknowledged in writing as a "Work For Hire" in this Agreement or another written Agreement between the parties.

5. No Construction Against Drafting Party. The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

7. Termination of Agreement. Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of a breach of contract or termination.

8. Cancellation In the event the District terminates this Agreement without cause more than 30 days before the commencement date, the District shall pay a cancellation fee to Contractor in the sum of \$ 0.

In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$3000.00

Center for Teaching for Biliteracy
An Illinois corporation

Signatures:

Center for Teaching for Biliteracy:

Oxnard School District

Signature: _____

Signature: _____

Name: _____

Name: **Lisa A. Franz, Director, Purchasing**

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

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

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

PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 925-3137 FAX (888) 443-6112 (A/C, No, Ext):	
	E-MAIL ADDRESS:	
INSURED Center for Teaching for Biliteracy LLC PO Box 1174 HIGHLAND PARK IL 60035-7174	INSURER A: Twin City Fire Insurance Company NAIC# 29459	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			76 SBU BF5468	08/01/2021	08/01/2022	EACH OCCURRENCE	\$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000	
			MED EXP (Any one person)				\$10,000	
			PERSONAL & ADV INJURY				\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	DATA BREACH - DEFENSE & LIAB COVG			76 SBU BF5468	08/01/2021	08/01/2022	Limit	\$50,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 S A ST OXNARD CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-162, American Language Services (DeGenna/Jefferson)

At the Board meeting of December 15, 2021, the Board of Trustees approved Agreement #21-162 with American Language Services, in the amount of \$10,000.00, to provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the 2021-2022 school year.

Amendment #1, in the amount of \$240,000.00, is required to provide additional translation services for the backlog of approximately four hundred (400) IEP's dating back to 2016, for a new total agreement amount of \$250,000.00.

FISCAL IMPACT:

Not to exceed \$240,000.00 – 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 #1 to Agreement #21-162 with American Language Services.

ADDITIONAL MATERIALS:

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

[Agreement #21-162, American Language Services \(8 Pages\)](#)

**Amendment #1 to Agreement #21-162 with
American Language Services
May 4, 2022**

At the Board meeting of December 15, 2021, the Board of Trustees approved Agreement #21-162 with American Language Services, in the amount of \$10,000.00, to provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the 2021-2022 school year.

Amendment #1, in the amount of \$240,000.00, is required to provide additional translation services for the backlog of approximately four hundred (400) IEP's dating back to 2016, for a new total agreement amount of \$250,000.00.

AMERICAN LANGUAGE SERVICES:

By: _____
Jay Herzog

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



AML-Global

AMERICAN LANGUAGE SERVICES

Making The World Smaller

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING
THE SOUTHERN/CALIFORNIA EDUCATIONAL COMMUNITY
SINCE 1985**

ISO Certified – 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. We provide a full range of multi-language communication services worldwide. Our language professionals are available 24 hours/7 days a week.

FULL SERVICES WORLDWIDE W/ LOCAL COVERAGE

As an industry leader we provide a full array of language services including:

TRANSLATION & LOCALIZATION: 200+ Languages

INTERPRETING: Video Remote (VRI), On-Site & Telephonic (OPI)
in 150+ Languages, working with all VRI Platforms

TRANSCRIPTIONS: Audio and Video to Text 100+ Languages

MEDIA: Dubbing, Voiceovers, Subtitling & other studio services

By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. We are fluent in virtually every written and spoken language around the globe. We have accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are in hundreds of countries, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

WE UNDERSTAND YOUR NEEDS

AML-Global understands the needs of companies that work in the medical arena in Southern/California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING
THE SOUTHERN/CALIFORNIA EDUCATIONAL COMMUNITY
SINCE 1985**

ISO Certified – 9001 & 13485

INTERPRETING

- **In-Person, Video Remote (VRI) & Telephonic (OPI)**
- Worldwide/with Local Coverage
- 24 Hours / 7 Days a week
- Certified & Qualified 200+ Languages
- Emergency & Last-minute scheduling
- Specializing in: IEP's, Parent Teacher Conferences, Staff Meetings, Disciplinary Hearing, Community Events, and Others.
- Simultaneous & Consecutive interpreting
- Native Speakers from around the globe

TRANSLATIONS & TRANSCRIPTIONS

- IEP's, Student Transcripts, Announcements, Handbooks, Newsletters, Community Meetings, and Others.
- Excellent Rates with Fast turnaround
- All Deadlines met
- Immediate Response for Quotes
- Meticulous and Precise
- Certified & Notarized documents
- Transcriptions, All media, 150+ Languages

DESKTOP PUBLISHING

- **All Major Software**
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products & many others
- PC & Mac operating platforms
- Print Ready Delivery

QUALITY CONTROL

- 360 Degree Quality Control Process
- All translations include a 3 Step Process:
Translation, Proofing & Editing
- ISO 9001 & 13485 Certified

WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING
THE SOUTHERN/CALIFORNIA EDUCATIONAL COMMUNITY
SINCE 1985**

ISO Certified – 9001 & 13485

TRANSLATION RATES

(Partial List of Key Languages) Supporting 200+ languages

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.15-.18
Chinese	\$.16-.19
Danish	\$.18-.22
Dutch	\$.18-.22
French	\$.16-.18
German	\$.16-.18
Hebrew	\$.17-.19
Italian	\$.16-.18
Japanese	\$.17-.19
Korean	\$.17-.19
Norwegian	\$.18-.22
Portuguese	\$.15-.18
Russian	\$.16-.18
Spanish	\$.10-.13
Swedish	\$.18-.22
Vietnamese	\$.16-.18

Translation rates include Translations, Proofing, and Editing

- All jobs are individually priced
- Price ranges above reflects standard turnaround times.
- Expedited delivery is available and is quote separately
- Rates are subject to change based on time of scheduling and other factors, without prior notification.
- Project volume, deadlines and technical elements may affect pricing
- Rates for Formatting, DTP & Certifications are quoted separately



Hi xxxx,

Thank you for the opportunity to work with Oxnard School District on your interpreting and translation assignments. Please find our quote below for your review and our information attached for your perusal. Kindly confirm receipt of our quote, it would be most appreciated.

For over three decades, American Language Services (AML-Global) has provided interpretation, transcription, and translation services in over 200 languages (including ASL & CART services). AML-Global is one of the largest language service providers in the United States. For Interpreting, we utilize our state-of-the-art proprietary database with one of the largest number of local, prescreened, qualified and credentialed interpreters in the U.S. For Translation, we have earned an excellent reputation by delivering cost-effective, timely and great quality work with fast turnaround times. We are also 9001 & 13485 ISO certified, which is a testament to our uncompromising processes.

Company Name:	Oxnard School District
Type of Project:	Interpreting and Translating
Date of Project:	2021 -2022
Time(s):	TBD
Location:	TBD
Language(s):	TBD
Cost per Hour, per Interpreter:	See Rate Sheet Interpreting

Guidelines

AML-Global will confirm the interpretation assignment with the client. AML-Global reserves the most qualified and experienced interpreters for each job. In order to ensure a successful event AML-Global will be requesting specific background information about the presentations and detailed information and terminology specific to your client and/or their industry. Failure to provide this information on a timely basis or at all may severely hamper the interpreter’s ability to do their job effectively. AML-Global will not be responsible for subpar performance due to lack of information preceding the event.

Terms

Client agrees to pay AML-Global net: 30 days from the completion of the assignment.

The quote does not include labor charges that may be required due to unforeseen circumstances including acts of nature, after the contract is executed. AML-Global is not responsible for

cancellations or postponements due to acts of nature that are beyond our control. If an event is cancelled or postponed due to an act of nature, the client will be responsible for the full fees on the approved quote. Interpreters and technicians are offered locally based on availability at the time of scheduling. We strongly recommend that you finalize the booking in the recommended time of 60-90 days prior to event, to the extent that it is possible, and avoid travel, hotel, and other expenses which are the responsibility of the contracting party.

AML-Global may cancel a contract if payment is not made per our stated agreement. A project management fee may apply for changes in the scope of the project and additional services requested over and above the actual event. The fee will be charged at \$150 per hour.

Cancellation by the client of a duly executed contract must be in writing and when received is subject to cancellation fees based on the following schedule: 30 calendar days prior to the event - 10% cancellation fee, 29 -15 days calendar days prior to the event - 20% cancellation fee and 14 - 3 calendar days prior to the event - 40% cancellation fee, less than 3 calendar days full fee.

Based on the interpreter's location, there may be additional charges for travel, mileage, accommodations, food, transportation and interpreting. Scheduling in less than the recommended time frame for your event may affect pricing. If legal proceedings are required to recover amounts due from Client to AML-Global under this contract, AML-Global shall be entitled to recover from the Client all costs of collection, including attorney's fees.

Translation:

Company Name:	Oxnard School District
Project:	TBD
Languages:	TBD
Estimated Word Count:	TBD
Price/Word:	See rate chart
Formatting/DTP: Estimated at hours at \$75 per hour.	

Translation:

Optional Certification

If you need the document certified, an additional \$50.00 per certification will be charged. In order not to delay processing, the client must provide the document title, on a timely basis. AML-Global will create a title if we are not given one in a timely manner. AML-Global certification process is as follows: AML-Global certifies in a one-page affidavit that the completed translation is a true and accurate representation of the original document. We affirm that we have retained a professional translator. We then notarize the affidavit on one separate page and mail the client the original copy. If you would like to see an example of what we use, please request one and we will be happy to send it to you.

We utilize National Association Notary forms to notarize the affidavit, which constitutes the official "Certification". AML-Global cannot guarantee that these forms will be acceptable to the institution they are being sent to and we are not responsible for the decisions of the receiving party. The forms we use are industry standard and are generally acceptable. Before starting the assignment, and depending on the language combination, an ATA Certified, Judicial Council or other State Certified linguist may be requested, to translate and/or to certify the translations. If this is requested and/or we are required to change our standard certification and/or translation process, we are happy to do so, but please note this may affect

the total cost of the project. If this is requested after the start of the project, this will affect the total cost of the project.

Translation Process

As an ISO 9001 and 13485 Certified company we adhere to comprehensive and well-established processes to achieve the highest quality translations. Our translation process centers on a 360-degree feedback mechanism. It starts with our experienced teams of native speaking linguists and project managers who translate and edit text. The text is translated, reviewed by an external editor and reviewed again by our multilingual project managers. Adjustments are made accordingly throughout the process to ensure the final product is a consistent and precisely accurate localized document. To augment our quality system, we have the most up to date document technology available and all documents are treated with the highest degree of confidentiality and security within our entire system. Our detailed processes have proven to be highly effective over a long period of time.

Deliverables

To achieve the highest quality of translation, AML-Global requests that each client provide us with a preferential glossary of terms (if one exists). This will ensure that preferential word usage is properly followed.

There are many options for delivery to complete a project (Word, PDF, Excel, rolling basis, with bates numbers, etc.). In the outset of the project, you will decide what methods you will require. AML-Global will need all instructions and all files, including source files at the inception of the project. If all files are not received on a timely basis or any changes occur afterwards, this may lead to adjustments in delivery schedules as well as additional fees being charged.

Post Delivery & Editing

Please note the client has a right within 14 business days to ask AML-Global to review any potential adjustments to the translation project that may be needed and to determine if they are preferential in nature. If they are preferential in nature and the client has not provided a glossary of terms for the words and phrases in question, AML-Global has the right to charge for these post edits at the hourly fee of \$75.00/hour with a 1-hour minimum. After 14 days, AML-Global has the right to charge for any changes.

If the project involves desktop publishing (DTP), editing, or formatting, and editing needs to be made post final delivery, this will result in additional costs at the same hourly rates quoted at the start of the project. Please note that the turnaround times quoted do not include time for client review, preferential changes and post editing. Proofing of final documents in which the client has provided DTP services will be billed at \$75 per hour.

Agreed and Accepted

Date 05/24/2021

AML Gobal: Jay Herzog Sr Account Executive

Date 12-16-2021

Oxnard School District Lisa A. Franz
Lisa A. Franz, Director, Purchasing



AMERICAN LANGUAGE SERVICES EDUCATIONAL CLIENTS (PARTIAL LIST)

ABC Unified School District
Acton School District Office
Alhambra Unified School District
Anaheim City School District
Antelope School District
Arizona State University
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Carlsbad Unified School District
Castaic Union School District
Centinella Valley Union School District
Charter Oak Unified School District
Claremont Unified School District
Compton Unified School District
Conejo Valley Unified School District
Corinne A. Seeds University Elementary
School
Corona Norco Unified School District
Covina Valley Unified School District
Crescenta Valley Water District
Culver City Unified School District
DeVry University
Duarte Unified School District
East Whittier City School District
Eastside Union District
El Rancho Unified School District
El Segundo Unified School District
Fairbanks North Star Borough School
District
Federal Wage and Labor Law Institute
Franklin Elementary School
Garvey School District
Glendale Unified School District
Glendora Unified School District
Gorman School District
Hacienda La Puente Unified School District
Hampton University
Harvey Mudd College
Hawthorne School district
Hermosa Beach City School District
Hughes Elizabeth Lakes School District
Inglewood Unified School District
Keppel School District
La Canada Unified School System
Lancaster School District
Las Virgenes School District
LAUSD (Los Angeles) Community Outreach
LAUSD District 8, A, B, C, D, E, F, G, H, I, J
LAUSD Translation Unit
Lawndale School District
Learn.com
Lennox School District
Little Lake City School District
Long Beach City College CITD-CMTAC
Long Beach City College CITD-CMTAC
Long Beach Unified School District
Los Angeles County Office of Education
Los Nietos School District
Lynwood Unified School District
Marquez Charter School
MIND Institute
Monrovia Unified School District
Montebello Unified School District
Newhall School District



AMERICAN LANGUAGE SERVICES BUSINESS CLIENTS (PARTIAL LIST)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilson School District
SELPA Long Beach	Wiseburn School District

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025
Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net
www.alsglobal.net

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-200 – Sandra Alexander (DeGenna/Jefferson)

Sandra Alexander will provide Independent Education Evaluation Services for the Special Education Services Department during the 2021-2022 academic year to complete evaluations and Auditory Verbal Therapy.

Term of Agreement: March 1, 2022 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$6,240.00 (per attached proposal/rate sheet) - 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 #21-200 with Sandra Alexander.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-200, Sandra Alexander \(13 Pages\)](#)
[Proposal-Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-200

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of May 2022 by and between the Oxnard School District (“District”) and Sandra Alexander (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from March 1, 2022 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Six Thousand Two Hundred Forty Dollars (\$6,240.00) per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Sandra Alexander
9947 Lanark Street
Sun Valley, CA 91352
Phone: 310.713.8878
Email: sandra@hearyehearme.com

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

SANDRA ALEXANDER:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #21-200

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-200

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #21-200

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-200

COMPENSATION

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

Total compensation shall not exceed Six Thousand Two Hundred Forty Dollars (\$6,240.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$6,240.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #21-200

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-200

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #21-200

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #21-200

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-200

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Auditory-Verbal & Speech Pathology Services
with

Sandra A. Alexander, MS, SLP, LSLS Cert. AVT

9947 Lanark Street, Sun Valley, CA 91352

Licensed Speech Language Pathologist #SP9656

Certified Auditory-Verbal Therapist #70712132

310-713-8878

sandra@hearvehear.me

About Sandra: Sandra has been working with families of children with hearing loss for nearly 30 years. She began her career at House Ear Institute's CARE Center in 1994 where she served as the speech pathologist on the cochlear implant team. She then worked at John Tracy Clinic for 10 years and served as the supervisor of speech/language services her last three years at the clinic. Sandra was in private practice for nine years before taking a position with UCLA where she worked for over 8 years in the clinical and hospital setting as part of a cochlear implant team and an AVT. Sandra has recently served children in the public school setting and her part-time private practice. She currently serves as Co-President of the AG Bell California Chapter and has mentored other professionals to achieve certification as LSLS Certified AVT and AvEds.

Service Description: Aural habilitation/rehabilitation, auditory-verbal therapy, and speech pathology services provided for children ages birth through adult who utilize hearing aids and cochlear implant(s) to develop listening skills and spoken language. Parents/caregivers will be present at all sessions and participate in therapeutic intervention for children. Aural rehabilitation for adults is offered as well. Developing audition in the areas of detection, discrimination, identification, and comprehension to support spoken language will be targeted. Aggressive audiological management through daily device checks, listening checks, parent education and participation will enhance all areas of communication competence and self-advocacy.

Rates:

Auditory-Verbal Therapy	\$120/hour
Aural Habilitation/Rehabilitation	\$120/hour
Listening & Spoken Language Assessment	\$500
Speech & Language Evaluation	\$400
Training & Speaking Engagements	To be determined



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



Certificate of Insurance OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 9/07/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

Table with 5 columns: PRODUCER, BRANCH, PREFIX, POLICY NUMBER, POLICY PERIOD. Includes details for Sandra Alexander, Speech Language Pathologist, and American Casualty Company of Reading, Pennsylvania.

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

Table listing coverage extensions such as License Protection, Defendant Expense Benefit, Assault, Medical Payments, etc., with corresponding limits and conditions.

Workplace Liability

Table listing Workplace Liability, Fire & Water Legal Liability, and Personal Liability with their respective limits and conditions.

Total \$ 299.00
Base Premium \$299.00

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board (with signature)

Secretary (with signature)

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: 9/07/2021 Endorsement Date: 9/07/2021 Master Policy: 188711433
CNA93692 (11-2018)

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OSD BOARD AGENDA ITEM

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

Date of Meeting: May 04, 2022

Agenda Section: Section D: Action Items

Consideration and Adoption of Resolution #21-35 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 8, 2022 (Aguilera-Fort)

Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the second Friday in December 2022. The County Superintendent of Schools has adopted Resolution #22-05, which consolidates OSD’s Governing Board Member Election with all other elections held in the district on November 8, 2022.

Resolution #21-35 is presented herewith for the Board's consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #21-35 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 8, 2022.

ADDITIONAL MATERIALS:

Attached: [OSD Resolution #21-35 \(2 pages\)](#)
[VCOE Resolution #22-05 \(3 pages\)](#)

Resolution #21-35
Resolution of the Oxnard School District
Ordering a Regular Governing Board Member Election,
Ordering Consolidation with Other Elections, and
Constituting “Specification of the Election Order”
to be held on November 8, 2022

WHEREAS, The Oxnard School District has complied with the requirements of Election Code Section 1302(b); and

WHEREAS, The Oxnard School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

WHEREAS, Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 8, 2022; and

WHEREAS, Pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS, Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

WHEREAS, Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

WHEREAS, Pursuant to Education Code Section 5016, the Governing Board shall determine the winner by lot in the event of a tie vote.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED as follows:

1. The election shall be held on Tuesday, November 8, 2022.
2. The purpose of the election is to elect **three regular term vacancies** to the Governing Board of Oxnard School District.
3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.
4. The election will be held and conducted in the manner prescribed in Elections Code



**RESOLUTION NO. 22-05 of the
VENTURA COUNTY SUPERINTENDENT OF SCHOOLS**

**CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT,
COUNTY BOARD OF EDUCATION AND
SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS
IN VENTURA COUNTY, CALIFORNIA
TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

- WHEREAS,** Election Code Section 1302(b) requires a Board Member election be held on November 8, 2022, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the second Friday in December next succeeding the election; and
- WHEREAS,** Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an “Order of Election”; and
- WHEREAS,** Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and
- WHEREAS,** Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and
- WHEREAS,** Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

WHEREAS, The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.

NOW, THEREFORE, Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 8, 2022.

FURTHERMORE, Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.

FURTHERMORE, I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of April, 2022.



Dr. César Morales
Ventura County Superintendent of Schools

**COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF EDUCATION AND SPECIFIED
SCHOOL DISTRICT BOARD MEMBER ELECTIONS TO BE HELD ON TUESDAY,
NOVEMBER 8, 2022**

District	Elections
Briggs Elementary	(3) Regular Term Vacancies
Conejo Valley Unified	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #3 Trustee Area #4
Fillmore Unified	(3) Regular Term Vacancies
Hueneme Elementary	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #3 Trustee Area #5
Mesa Union Elementary	(3) Regular Term Vacancies
Moorpark Unified	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #3
Mupu Elementary	(2) Regular Term Vacancies
Oak Park Unified	(3) Regular Term Vacancies
Ocean View	(3) Regular Term Vacancies
Ojai Unified	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #3 Trustee Area #5
Oxnard Elementary	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #3 Trustee Area #5
Oxnard Union High School	(3) Regular Term Vacancies
Pleasant Valley Elementary	(3) Regular Term Vacancies (1) Short Term Vacancy
Rio Elementary	(3) Regular Term Vacancies
Santa Clara Elementary	(2) Regular Term Vacancies
Santa Paula Unified	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #3
Simi Valley Unified	(2) Regular Term Vacancies Trustee Area # D Trustee Area # E
Somis Union Elementary	(3) Regular Term Vacancies
VC Board of Education	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #4
Ventura Unified	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #4 Trustee Area #5
VC Community College District	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #5

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 04, 2022

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

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

- October 6, 2021 Regular Meeting
- October 20, 2021 Regular Meeting
- November 3, 2021 Regular Meeting
- November 17, 2021 Regular Meeting
- December 15, 2021 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes October 6 2021 Regular Board Meeting \(12 pages\)](#)
[Minutes October 20 2021 Regular Board Meeting \(10 pages\)](#)
[Minutes November 3 2021 Regular Board Meeting \(9 Pages\)](#)
[Minutes November 17 2021 Regular Board Meeting \(12 pages\)](#)
[Minutes December 15 2021 Regular Board Meeting \(14 pages\)](#)

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, October 6, 2021

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

Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:03 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 Ruth Quinto, Assistant Superintendent Victor Torres, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Jenavieve Villagomez, 5th grade student at Brekke School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Jenavieve Villagomez, 5th grade student at Brekke School, read the district's Mission and Vision Statement in English. America Arroyo, 2nd grade student at Brekke School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Brekke School

Ms. Tammy Smith, Principal, provided a presentation regarding Brekke School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendments:

- Item C.2 *Request for Approval of Out of State Conference Attendance (Torres)* was moved to Action Item D.5 at the Board's request.
- Item C.3 *Approval of Out-of- State Travel to Washington, D.C. for Recruitment Purposes (Torres)* was moved to Action Item D.4 at the Board's request.
- Item C.20 *Ratification of Agreement #21-125, John J. Labriola (Quinto/Miller)* was moved to Action Item D.6 at the Board's request.

Motion #21-39 Adoption of Agenda as Amended

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adopt as Amended

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

Motion Result: Passed

A.6. Study Session - Child Nutrition Services Overview (Quinto/Lugotoff)

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

Ms. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, and Ms. Suzanne Lugotoff, Director of Child Nutrition Services, provided an overview of the district's Child Nutrition program. Information reviewed included food flow, community feeding during the last year (5,400+ meals per week), and grab-and-go meals throughout the spring to offset food insecurity issues.

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 6:16 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

- OAH Case #2021070233

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:22 p.m.

A.10. Report Out of Closed Session

President Cordes reported on the following action taken in closed session:

Motion #21-40 Approval of Settlement Agreement in OAH Case #2021070233

Mover: Veronica Robles-Solis

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, 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.11. Adoption of Resolution #21-11 – Week of the School Administrator, October 10-16, 2021 (Aguilera-Fort)

The Board adopted Resolution #21-11 in recognition of the Week of the School Administrator, October 10-16, 2021.

Motion #21-41 Adoption of Resolution #21-11 – Week of the School Administrator, October 10-16, 2021

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Motion Result: Passed

A.12. Annual Report on California Dashboard Local Indicators (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, provided a presentation on the California Dashboard Local Indicators, which are mentioned in the LCAP and need to be submitted to the state by October 15th.

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 to Present Finding of Sufficient Textbooks or Instructional Materials and Adoption of Resolution #21-10 for 2021-2022 (DeGenna/Thomas)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, conducted a public hearing and recommended the Board's adoption of Resolution #21-10 regarding sufficiency of instructional materials for the 2021-22 school year.

Motion #21-49 Adoption of Resolution #21-10 Finding of Sufficient Textbooks or Instructional Materials for 2021-2022

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

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

Motion #21-42 Approval of Consent Agenda as Amended

Mover: Monica Madrigal Lopez

Secunder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

C.1. Setting of Date for Public Hearing - Appointment of Personnel Commissioner (Aguilera-Fort/Nair)

As presented.

C.2. Request for Approval of Out of State Conference Attendance (Torres)

Moved to Action Item D.5 per the Board's request.

C.3. Approval of Out-of- State Travel to Washington, D.C. for Recruitment Purposes (Torres)

Moved to Action Item D.4 per the Board's request.

C.4. Establishment/Abolishment/Increase of Hours of Positions (Torres/Nair)

As presented.

C.5. Personnel Actions (Torres/Batista/Nair)

As presented.

C.6. Actuarial Study of Retiree Health Liabilities (Quinto/Crandall Plasencia)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.7. Approval of Amendment #1 to Agreement #19-201 with Merrill Educational Center (DeGenna/Jefferson)

To provide a program of instruction which is consistent with the pupil's individual educational plan, to be extended through June 2022, in the amount of \$76,000.00, to be paid out of Special Education Funds.

C.8. Approval of Agreement/MOU #21-118 – Project Understanding (DeGenna/Nocero)

To provide after-school tutoring services to students in K-5th grade, October 7, 2021 through June 30, 2022, at no charge to Oxnard School District.

C.9. Approval of Agreement #21-119, Panorama Education (DeGenna/Nocero)

To provide a web-based assessment and data system that identifies student needs within the

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

realm of social and emotional learning, October 10, 2021 through June 30, 2023, in the amount not to exceed \$291,001.00, to be paid out of the General Fund.

C.10. Approval of Agreement/MOU #21-122 – Parker-Anderson Enrichment-Central LA (DeGenna/Shea)

To provide three sets of six-week sessions of enrichment at 20 schools in the Oxnard School District in the areas of Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics, October 8, 2021 through June 30, 2022, in the amount not to exceed \$460,00.00, to be paid out of ASES funds.

Section C: RATIFICATION OF AGREEMENTS

C.11. Ratification of Amendment #1 to Agreement #19-01 with Tyler Technologies Inc. (Quinto/Briscoe)

To add an Electronic Rollout Sheet to the existing three-year agreement for a hosted Pupil Transportation Data Management System, in the amount of \$7,861.67, to be paid out of the General Fund.

C.12. Ratification of Amendment #1 to Agreement #20-76 with Merrill Educational Center, Non-Public School, NPS (DeGenna/Jefferson)

To provide a program of instruction which is consistent with the pupil's individual educational plan, to be extended through June 2022, in the amount of \$30,400.00, to be paid out of Special Education funds.

C.13. Ratification of Amendment #1 to Agreement #20-158 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

To adjust the total cost for providing exceptional services for student #DP010810 that consist of support from Special Circumstances Paraeducators (SCP's) through June 30, 2021, in the amount of \$81.55, to be paid out of Special Education Funds.

C.14. Ratification of Amendment #1 to Agreement #20-167 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

To adjust the total cost for providing exceptional services to special education student #DR022207 that consist of support from Special Circumstances Paraeducators (SCP's) through June 30, 2021, in the amount not to exceed \$1,254.68, to be paid out of Special Education Funds.

C.15. Ratification of Change Order #1 to Agreement #20-180 with Eberhard Energy Systems for Roofing Project 2021 (Quinto/Miller)

For unforeseen conditions encountered on five roofs at Frank Academy, in the amount of \$8,551.68, to be paid out of Deferred Maintenance Funds.

C.16. Ratification of Amendment #1 to Agreement #21-48 – CompHealth Medical Staffing (DeGenna/Jefferson)

To adjust the start date of the agreement to provide temporary service to Oxnard School District students consistent with the student’s Individualized Education Program (IEP), which may include direct and consultative services as needed, to July 1, 2021 to cover Extended School Year (ESY) services that were provided in July, at no additional cost to the district.

C.17 Ratification of Agreement #21-117 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

To provide exceptional services to special education students JM111710, SR112811 and AG091310 that consist of support from Special Circumstances Paraeducators (SCP’s), including Extended School Year, during the 2021-2022 school year, in the amount of \$160,084.91, to be paid out of Special Education Funds.

C.18. Ratification of Agreement #21-120 – Career Links (DeGenna/Jefferson)

To provide supplemental staffing services to the Oxnard School District on an “as needed” basis in the areas of Speech Language Therapist, Occupational Therapist and Physical Therapist, August 31, 2021 through June 30, 2024, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

C.19. Ratification of Agreement/MOU #21-121 – Ventura County Office of Education (DeGenna/Thomas)

To provide library support services to the Oxnard School District, pursuant to Section 18100 of the California Ed. Code, September 1, 2021 to June 30, 2022, in the amount of \$5,280.00, to be paid out of Title 1 Funds.

C.20. Ratification of Agreement #21-125, John J. Labriola (Quinto/Miller)

Moved to Action Item D.6 per the Board's request.

C.21. Ratification of Agreement #21-126, USC - Department of Otolaryngology (DeGenna/Jefferson)

To provide professional development training for Special Education and Hard of Hearing teachers, September 30, 2021 through June 30, 2022, in the amount of \$2,250.00, to be paid out of Special Education Funds.

C.22. Ratification of Agreement/MOU #21-127 - Ventura County Office of Education - Interdistrict Transfer (Aguilera-Fort/DeGenna)

To permit pupils who reside in one of the districts to attend in another based on the terms and conditions of the Agreement/MOU, commencing with the 2021-22 school year and ending at the conclusion of the 2025-26 school year, at no cost to Oxnard School District.

C.23. Ratification of Change Order #001 to Field Contract #FC-P21-03696 with Sam Hill & Sons Inc. for the Removal/Replacement of Concrete at Fremont (Quinto/Miller)

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

For unforeseen conditions encountered while removing trees during concrete replacement at Fremont, in the amount of \$2,921.50, to be paid out of Deferred Maintenance Funds.

Section D: ACTION ITEMS

D.1. Approval of Variable Term Waiver for Bilingual Authorization for Natali Samame for the 2021-22 School Year (Torres)

Dr. Marlene Batista, Director, Certificated Human Resources, recommended the Board's approval of a Variable Term Waiver for Bilingual Authorization for Natali Samame for the 2021-22 School Year. Ms. Samame will receive her full credential in one to two years and already has her masters in Spanish.

Motion #21-43 Approval of Variable Term Waiver for Bilingual Authorization for Natali Samame for the 2021-22 School Year

Mover: Katalina Martinez

Seconder: Jarely Lopez

Moved To: Approve

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

Motion Result: Passed

D.2. Approval of New Job Descriptions: Director of Teaching and Learning; Director of School Performance and Student Outcomes (Torres/DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, recommended the Board's approval of the new Job Descriptions for Director of Teaching and Learning and Director of School Performance and Student Outcomes. She explained that these were title changes to existing positions, not addition of positions, as the last part of the ongoing reorganization of the department.

Motion #21-44 Approval of New Job Descriptions: Director of Teaching and Learning; Director of School Performance and Student Outcomes Mover: Monica Madrigal

Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

D.3. Approval of New Classification and Job Duties for Web Content Analyst (Nair)

Ms. Shristie Nair, Director, Classified Human Resources, recommended the Board's approval of the new classification and job duties for the Web Content Analyst. The position will be in charge of maintaining the district's web page, review the flow of information, design a website that is more user-friendly, provide trainings, and support school sites and departments.

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

Motion #21-45 Approval of New Classification and Job Duties for Web Content Analyst
Mover: Katalina Martinez
Second: Monica Madrigal Lopez
Moved To: Approve
Ayes: 5 - Jarely Lopez, Katalina Martinez, Veronica Robles-Solis, Debra Cordes, Monica Madrigal Lopez
Motion Result: Passed

D.4. Approval of Out-of- State Travel to Washington, D.C. for Recruitment Purposes (Torres)

Moved from Consent Item C.3 per the Board's request.

There was discussion regarding the possibility of working with universities in California rather than traveling to the East Coast. There are 6 or 7 universities that offer speech therapist programs, but the demand locally is great and competition is high for those candidates.

Motion #21-47 Approval of Out-of- State Travel to Washington, D.C. for Recruitment Purposes

Mover: Monica Madrigal Lopez

Second: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

D.5. Request for Approval of Out of State Conference Attendance (Torres)

Moved from Consent Item C.2 per the Board's request.

The lateness of this request was noted, as the conference starts tomorrow. Superintendent Aguilera-Fort will address this issue for the future.

Motion #21-46 Approval of Out of State Conference Attendance for Dr. Victor Torres

Mover: Katalina Martinez

Second: Jarely Lopez

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Debra Cordes

Nays: 1 - Veronica Robles-Solis

Motion Result: Passed

D.6. Ratification of Agreement #21-125, John J. Labriola (Quinto/Miller)

Moved from Consent Item C.20 per the Board's request.

There was discussion regarding the measurements by square footage and what they would be used for. The numbers could be a factor in Custodial staffing.

Motion #21-48 Ratification of Agreement #21-125, John J. Labriola

Mover: Katalina Martinez

Seconder: Jarely Lopez

Moved To: Ratify

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

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- District Innovation and Leadership for Early Education (DIALEE)
- Oxnard College Advisory Council (Work Force Development) College and Career
- Pathways for our students
- Mixteco Parent Meeting
- thank you to school administrators
- Indigenous Peoples' Day in the United States October 11, 2021
- COVID-19 Testing @ Frank & LW
- Saturday 10/9 mobile vaccine clinic at ELM sponsored by LULAC
- Rose Avenue Groundbreaking & McKinna Ribbon Cutting

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

Monica Madrigal Lopez

- thank you to Brekke for presentation today
- yesterday was National Teacher Day - thank you to teachers
- thank you to admin for their work
- would like information to see if there is any sports plan in schools
- reminder to wear masks properly
- recruitment happening next week? (Saturday October 16, OSD Job fair at Driffill School)

Jarely Lopez

- thank you to everyone for all they do

Katalina Martinez

- thank you to Brekke and for presentation re: Dolphin Dove
- thank you to all administrators - difficult to deal with discipline
- there are over 20,000 indigenous people in Oxnard

Debra Cordes

- thank you to Brekke school
- thank you to Dr. DeGenna for presentation
- thank you to Ms. Quinto for presentation
- thank you to administrators - the job is tough; appreciates their work

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

G.3. ADJOURNMENT

Motion to adjourn

Mover: Veronica Robles-Solis

Seconder: Katalina Martinez

Moved To: Adjourn

Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, 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 4th day of May, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 6, 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

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Ms. Jarely Lopez, Member
Ms. Katalina Martinez, Member

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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, October 20, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:04 p.m.

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

A.2. Pledge of Allegiance to the Flag

Sophie Bell, 4th grade student in Ms. Pilgram's class at Sierra Linda School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Abijah Amaro, 5th grade student in Ms. Bouvet's class at Sierra Linda School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Sierra Linda School

Mr. Jorge Mares, Principal, provided a presentation about Sierra Linda School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item A.12 "*Instructional Technology Services Department Update (Aguilera-Fort/Mitchell)*" – title should read "*Information Technology Services Department Update (Aguilera-Fort/Mitchell)*". All references to "Instructional Technology" should be changed to "Information Technology".

Motion #21-50 Adoption of Agenda as Amended

Mover: Veronica Robles-Solis

Seconder: Katalina Martinez

Moved To: Adopt as Amended

Ayes: 4 - Monica Madrigal Lopez, Katalina Martinez, Veronica Robles-Solis, Debra Cordes

Absent: 1 - Jarely Lopez

Motion Result: Passed

A.6. Study Session - Update on COVID Protocols (DeGenna/Nocero/Magana)

Ms. Norma Magana, Risk Manager, and Dr. Jodi Nocero, Director of Pupil Services, presented an update on the district's COVID-19 protocols.

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 6:01 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

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

The Board reconvened to open session at 7:12 p.m.

A.10. Report Out of Closed Session

President Cordes reported that there was nothing to report.

A.11. Facilities Annual Report (Quinto/Miller)

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, introduced Mr. Dana Miller, Director of Facilities, who provided an overview of the district's Facilities department. Also in attendance were Senior Maintenance Manager Marcos Lopez, Custodial Services Supervisors Ben Tirado and Sal Gutierrez, and Grounds Manager Shirly Barrett.

A.12. Information Technology Services Department Update (Aguilera-Fort/Mitchell)

Ms. Valerie Mitchell, Chief Information Officer and Mr. Tom Kranzler, Director of Network Operations, provided an update on the district's Information Technology Services Department.

Section B: PUBLIC COMMENT/HEARINGS

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

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

ponente)

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-51 Approval of Consent Agenda as Presented

Mover: Veronica Robles-Solis

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Katalina Martinez, Veronica Robles-Solis, Debra Cordes

Absent: 1 - Jarely Lopez

Motion Result: Passed

C.1. Approval of Notice of Completion, Roofing Project 2021 – Frank & Fremont, Bid #20-01 (Quinto/Miller)

As presented.

C.2. Approval of Notice of Completion, Asphalt Paving Project – Frank, Lopez & McAuliffe, Bid #20-02 (Quinto/Miller)

As presented.

C.3. Enrollment Report (Quinto)

As presented.

C.4. Purchase Order/Draft Payment Report #21-03 (Quinto/Franz)

As presented.

C.5. Approval of the 2021-22 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)

As presented.

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

As presented.

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

As presented.

Section C: APPROVAL OF AGREEMENTS

C.8. Approval of Agreement #21-128 – Oxnard Performing Arts Center Corporation (DeGenna)

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

To host a districtwide Enrollment Fair on Saturday, January 29, 2022, in the amount not to exceed \$800.00, to be paid out of Title 1 Funds.

C.9. Approval of Agreement #21-130 – Island Packers (DeGenna)

To provide boat transportation to and from the Channel Islands National Park for teachers participating in field excursions as part of professional development regarding the Next Generation Science Standards and Environmental Literacy, October 21, 2021 through July 31, 2022, in the amount of \$9,000.00, to be paid out of NOAA B-WET Grant Funds.

C.10. Approval of Agreement #21-132 – The Santa Barbara Botanic Garden (DeGenna)

To provide guest lecturer/teacher services for the B-WET Teacher Professional Development Program Grant, October 21, 2021 through July 31, 2022, in the amount not to exceed \$2,500.00, to be paid out of NOAA B-WET Grant Funds.

C.11. Approval of Agreement #21-133 – Julie Tumamait-Stenslie (DeGenna)

To provide guest lecturer/teacher services for the B-WET Teacher Professional Development Program Grant, October 21, 2021 through July 31, 2022, in the amount not to exceed \$3,000.00, to be paid out of NOAA B-WET Grant Funds.

C.12. Approval of Agreement #21-135 – Channel Islands National Marine Sanctuary (DeGenna)

To provide vessel support from Santa Barbara Harbor, CA to Santa Rosa Island (or other island, depending on weather) for participants in teacher professional development activities, October 21, 2021 through July 31, 2022, in the amount not to exceed \$3,500.00, to be paid out of NOAA B-WET Grant Funds.

C.13. Approval of Agreement/MOU #21-136 – California State University, Channel Islands (DeGenna)

To provide collaborators who will provide scientific instruction and demonstrations within their areas of expertise, to OSD teachers as part of the teachers' participation in activities supported by the NOAA B-WET grant (including multiple field excursions to Channel Islands National Park), October 21, 2021 through July 31, 2022, in the amount not to exceed \$9,000.00, to be paid out of NOAA B-WET Grant Funds.

C.14. Approval of Agreement #21-139 - E.J. Harrison & Sons, Inc. (Quinto/Miller)

To provide district wide trash pickup services, December 1, 2021 through November 30, 2024, in the amount of \$1,112,046.00 for the three-year period, to be paid out of the General Fund.

C.15. Approval of Agreement #21-140 with Kenco Construction Services, Inc., to provide DSA Inspector of Record (IOR) Services (Project Inspector) for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

To provide Inspector of Record Services for the Rose Avenue Elementary School Reconstruction Project, October 21, 2021 through September 20, 2023, in the amount of

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

\$367,080.00, to be paid out of Master Construct and Implementation Funds.

C.16. Approval of Agreement #21-141 with Construction Testing & Engineering Services, Inc., to provide DSA Special Testing and Inspection Services for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

To provide DSA Special Testing and Inspection Services for the Rose Avenue Elementary School Reconstruction Project, October 21, 2021 through September 20, 2023, in the amount of \$375,509.00, to be paid out of Master Construct and Implementation Funds.

Section C: RATIFICATION OF AGREEMENTS

C.17. Ratification of Amendment #2 to Agreement #20-25, City Impact Inc. (DeGenna/Jefferson)

To update the August 30, 2021 rate sheet for Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school years, with no change to the total agreement amount.

C.18. Ratification of Amendment #1 to Agreement #21-06 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Quinto/Lugotoff)

For the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2021/22 school year, operating costs to be covered by the revenue generated by the reimbursement from the Seamless Summer Option.

C.19. Ratification of Amendment #1 to Agreement/MOU #21-23, Tutorific (DeGenna/Ruvalcaba)

To extend the term of the previously approved agreement for providing tutoring services to Long Term English Learners (LTEL's) with an overall ELPAC score of a 1 to improve their English language skills, August 31, 2021 to March 31, 2022, at no additional fiscal impact.

C.20. Ratification of Agreement #21-116 - Assistance League, Non-Public School, NPS (DeGenna/Jefferson)

To provide Non-Public School (NPS) services for Pre-K student RL121316 for the 2021-2022 school year, including Extended School year, in the amount of \$12,650.00, to be paid with Special Education Funds.

C.21. Ratification of Agreement #21-129 – RAMSE Group (DeGenna)

To provide customized professional learning/development that includes ongoing design, implementation and evaluation support of Instructional Rounds for school administrators, with a focus on Culturally Responsive Teaching, Learning and Leading, October 1, 2021 through June 30, 2022, in the amount not to exceed \$104,000.00, to be paid out of Title 1 Funds.

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

C.22. Ratification of Agreement #21-131 – Oxnard Union High School District (DeGenna)

For the OUHSD Instructional Specialist for Science to assist in the recruitment and coordination of the B-WET Teacher Professional Development Program grant, August 1, 2021 through July 31, 2022, in the amount of \$2,000.00, to be paid out of NOAA B-WET Grant Funds.

C.23. Ratification of Agreement #21-134, RAMSE Group (DeGenna/Anguiano)

To design and deliver customized professional learning using an Action Lab design model that includes ongoing design, implementation and evaluation support of Professional Learning Communities (PLC) for school level Instructional Leadership Teams (ILT), October 11, 2021 through June 30, 2022, in the amount of \$14,000.00, to be paid out of Supplemental Concentration Funds.

C.24. Ratification of Agreement #21-137 with Caldwell Flores Winters, Inc., for Program Implementation Services (Aguilera-Fort/Quinto)

For Program Implementation Services, October 1, 2021 through June 30, 2026, at 4.75% of the Project Costs, payable from available District capital funds - no impact to the General Fund.

Section D: ACTION ITEMS

D.1. Approval of ESSER III Fund Plan (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the ESSER III Plan for the Board's consideration. The district received \$32M in COVID-19 relief funding that can be used for actions that supplement, not supplant, existing actions.

Motion #21-52 Approval of ESSER III Fund Plan

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Katalina Martinez, Veronica Robles-Solis, Debra Cordes

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

The Board approved minutes of Board meetings as presented:

- June 24, 2020 Regular Meeting
- July 14, 2020 Regular Meeting

Motion #21-53 Approval of Minutes of Board meetings as Presented - June 24, 2020

Regular Meeting; July 14, 2020 Regular Meeting

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

Mover: Veronica Robles-Solis

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Monica Madrigal Lopez, Katalina Martinez, Veronica Robles-Solis, Debra Cordes

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort:

- Unity Day 10/20/21
- California Casualty Music and Arts Grant Recipients
- Social Media Challenges - TikTok
- OSD Job Fair 10/16/21
- Update on Implementation of Guidelines for Sports, Field Trips and Events
- McKinna School Design Award
- Announcements - CABA CEI Interview; VCSBA Meeting; Unicorner Podcast Recording; Rose Avenue Groundbreaking 10/29

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

Monica Madrigal Lopez

- thank you to everyone that presented tonight

Katalina Martinez

- thank you to everyone that presented tonight

Veronica Robles-Solis

- thank you to everyone that presented tonight
- can we email board meeting pics to principals?

Debra Cordes:

- thank you to everyone that presented tonight
- maybe schedule field trips and cancel if needed
- wants to be respectful of everyone's time - appreciates all work put into presentations

G.3. ADJOURNMENT

President Cordes adjourned the meeting at 10:09 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Second: Monica Madrigal Lopez

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

Moved To: Adjourn

Ayes: 4 - Monica Madrigal Lopez, Katalina Martinez, Veronica Robles-Solis, Debra Cordes

Absent: 1 - Jarely Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 4th day of May, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of October 20, 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, November 3, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:02 p.m.

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

A.2. Pledge of Allegiance to the Flag

Joshua Gomez, 5th grade student in Ms. Carrillo's and Mrs. Romero's class at Soria School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Ashley Flores Reyes, 8th grade student at Soria School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Soria School

Dr. Andres Santamaria, Principal, Soria School, provided a presentation regarding Soria School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-54 Adoption of Agenda as Presented

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Adopt

Ayes: 4 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Debra Cordes

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.6. Study Session - Substitutes / Absence Rates (Torres/Batista/Nair)

Dr. Victor Torres, Assistant Superintendent, Human Resources, Dr. Marlene Batista, Director, Certificated Human Resources, and Ms. Shristie Nair, Director, Classified Human Resources, provided information regarding employee leaves and absence rates.

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

There were no comments.

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

A.8. Closed Session

The Board convened to closed session at 6:13 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

• Assistant Principal

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

The Board reconvened to open session at 7:06 p.m.

A.10. Report Out of Closed Session

President Cordes reported on the following action taken in closed session:

Motion #21-55 Appointment of Javier Tapia as Assistant Principal

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 4 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Debra Cordes

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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

The following newly appointed Oxnard School District administrators were introduced to the Board of Trustees:

• Alfredo Varela, Assistant Principal

• Debra West, Assistant Principal

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

A.12. Adoption and Presentation of Resolution # 21-12 for School Psychology Awareness Week 2021 (DeGenna/Jefferson)

The Board of Trustees adopted Resolution #21-12 for School Psychology Awareness Week 2021.

Motion #21-56 Adoption of Resolution # 21-12 for School Psychology Awareness Week 2021

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adopt

Ayes: 4 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Debra Cordes

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.13. Transportation Department Annual Report (Quinto/Briscoe)

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, introduced Mr. Tony Briscoe, Director of Transportation, who provided an overview of the district's Transportation Services department.

A.14. Report on Student Achievement Data Spring of 2020-2021 (DeGenna/Thomas)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, introduced Ms. Anna Thomas, Director of School Performance and Student Outcomes, who presented academic achievement data from the 2020-21 school year.

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 - Appointment of Personnel Commissioner, Ernest Morrison (Aguilera-Fort/Torres/Nair)

A public hearing was held to discuss the proposed appointment of Mr. Ernest Morrison as the Board Representative on the Personnel Commission.

Motion #21-57 Appointment of Ernest Morrison as the Board Representative on the Personnel Commission

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Appoint

Ayes: 4 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Debra Cordes

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-58 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Secunder: Jarely Lopez

Moved To: Approve

Ayes: 3 - Monica Madrigal Lopez, Jarely Lopez, Debra Cordes

Absent: 2 - Katalina Martinez, Veronica Robles-Solis

Motion Result: Passed

C.1. Personnel Actions (Torres/Batista/Nair)

As presented.

C.2. Establishment of Position (Torres/Nair)

As presented.

C.3. Approval of New Classification and Job Duties for Paraeducator - Special Education (Torres/Nair)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.4. Approval of Amendment #1 to Agreement #21-21, Heinemann (DeGenna/Fox)

To add additional In-Person Professional Development for the New Literacy Specialist through the end of the 2021-2022 fiscal year, in the amount of \$8,400.00, to be paid out of Title I.

C.5. Approval of Agreement/MOU #21-142 – Camarillo-Somis Pleasant Valley Lions Club (DeGenna/Nocero)

To assist School Nurses with SPOT screeners to complete the state mandated vision screenings at 20 school sites in the Oxnard School District, at no cost to the District.

C.6. Approval of Agreement #21-148 – Cooperative Strategies, LLC (Aguilera-Fort)

To provide consulting services to Oxnard School District to assist in the evaluation of existing voting areas with the 2020 Census Data and potential adjustments to such voting areas as a result of updated data, November 4, 2021 through June 30, 2022, in the amount not to exceed \$25,000.00, to be paid out of the General Fund.

C.7. Approval of Agreement #21-157 – Art Trek Inc. (DeGenna/Shea)

To provide staff to work with students on art projects at each Afterschool Program site to increase student enrollment and attendance in the ASES program, November 4, 2021 through June 30, 2022, in the amount not to Exceed \$1,300,000.00, to be paid out of ASES funds.

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

Section C: RATIFICATION OF AGREEMENTS

C.8. Ratification of Amendment #1 to Agreement/MOU #21-09, Hip Hop Mindset (DeGenna/Shea)

To add additional dance instructors at each school site to serve more students in the summer and after school programs, in the amount of \$145,000.00, to be paid out of ASES Funds.

C.9. Ratification of Agreement #21-124, Casa Pacifica School (DeGenna/Jefferson)

For Non-Public School (NPS) services for Student EM111207, for the 2021-2022 school year, including Extended School Year, in the amount of \$102,681.78, to be paid out of Special Education Funds.

C.10. Ratification of Agreement #21-143 – ATX Learning LLC (DeGenna/Jefferson) To provide temporary supplemental staffing in the areas of Physical Therapist, Speech Language Pathologist, and Special Education Teacher to the Special Education Services Department to assist with students' Individualized Education Programs (IEP's), which may include direct and consultative services as needed during the 2021-2022 school year, in the amount not to exceed \$200,000.00, to be paid out of Special Education Funds.

C.11. Ratification of Agreement #21-145, California State University Northridge (Torres/Batista)

For Oxnard School District to provide student teaching experience through practice teaching to students enrolled in teacher training curricula of California State University Northridge, July 1, 2021 through June 30, 2024, at no cost to Oxnard School District.

C.12. Ratification of Agreement #21-146 - Action Preparedness Training (Torres/Magana)

For providing CPR training and First Aid training to Campus Assistants on August 13, 2021, in the amount not to exceed \$3,905.00, to be paid out of the General Fund.

C.13. Ratification of Agreement #21-147 – University of Phoenix (Torres/Batista)

For Oxnard School District to provide student teaching experience through practice teaching to students enrolled in teacher training curricula of the University of Phoenix, October 5, 2021 through June 30, 2024, at no cost to Oxnard School District.

Section E: APPROVAL OF MINUTES

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

The Board approved minutes of Board meetings as presented:

- July 22, 2020 Special Meeting
- August 5, 2020 Regular Meeting

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

Motion #21-59 Approval of Minutes of Board meetings as Presented - July 22, 2020 Special Meeting, August 5, 2020 Regular Meeting

Mover: Monica Madrigal Lopez

Secunder: Jarely Lopez

Moved To: Approve

Ayes: 3 - Monica Madrigal Lopez, Jarely Lopez, Debra Cordes

Absent: 2 - Katalina Martinez, Veronica Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Revision of Board Policy BP 3516.5 Emergency Schedules (DeGenna/Nocero)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the revisions to BP 3516.5 Emergency Schedules for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their November 17, 2021 Regular Meeting.

F.2. First Reading - Revision of Board Policy BP 6120 Response to Instruction and Intervention (DeGenna/Nocero)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the revisions to BP 6120 Response to Instruction and Intervention for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their November 17, 2021 Regular Meeting.

F.3. First Reading - Revision of Board Policies BP and AR 6164.41 Children with Disabilities Enrolled by their Parents in Private School (DeGenna/Thomas)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the revisions to BP and AR 6164.41 Children with Disabilities Enrolled by their Parents in Private School for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their November 17, 2021 Regular Meeting.

F.4. First Reading - Revision of Board Policy AR/BP 6164.5 Student Success Teams (DeGenna/Nocero)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the revisions to AR/BP 6164.5 Student Success Teams for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their November 17, 2021 Regular Meeting.

F.5. First Reading – Revisions to E 9270 – Conflict of Interest (Quinto)

Ms. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, presented the revisions to E 9270 – Conflict of Interest for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their November 17, 2021 Regular Meeting.

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- Student Profile
- Rose Avenue Groundbreaking
- Dial EE Podcast with Mrs. Valdes
- Chavez & Ramona Afterschool Programs
- P.E. Professional Development
- Donation to Kamala School
- Veteran's Day Holiday reminder
- Conference days - minimum days
- COVID Vaccine Update re: vaccines for children ages 5-11
- Remembering Mrs. Leticia Morgan

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

Monica Madrigal Lopez

- thank you to everyone for their presentations

Jarely Lopez

- thank you to everyone that shows up every day

Katalina Martinez

- thank you to Dr. Santamaria and Soria School
- thank you to school psychologists
- wants to continue to support teachers - thank you to everyone for doing their part

Debra Cordes

- thank you to everyone for their presentations
- congratulations to psychologists
- Halloween was fun
- thank you for Dia de los Muertos display

G.3. ADJOURNMENT

President Cordes adjourned the meeting at 8:54 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adjourn

Ayes: 4 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Debra Cordes

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

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

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 4th day of May, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of November 3, 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, November 17, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:03 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 Ruth Quinto, Assistant Superintendent Victor Torres, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Andrea Espinoza, 4th grade student in Ms. Manley's class at Rose Avenue School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Christopher Manzano Franco, 3rd grade student in Ms. Tamsing's class at Rose Avenue School, read the district's Mission and Vision Statement in English. Didier Pereira, 5th grade student in Mr. Ramirez's class at Rose Avenue School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Rose Avenue School

Ms. Diana Perez, Principal, provided a presentation about Rose Avenue School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-60 Adoption of Agenda as Presented.

Mover: Katalina Martinez

Seconder: Jarely Lopez

Moved To: Adopt

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

Motion Result: Passed

A.6. Study Session - Panorama Survey (DeGenna/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, provided a presentation regarding the Panorama Survey.

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 6:07 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:11 p.m.

A.10. Report Out of Closed Session

President Cordes reported on the following action taken in closed session:

Motion #21-61 Approval of Settlement Agreement – Anticipated Litigation (1 case)

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

A.11. Recognition of Mrs. Judith Chavez, Autism Society of Ventura County Educator of the Year 2021-22 (Aguilera-Fort)

The Board of Trustees recognized Ms. Judith Chavez, Autism Society of Ventura County's Educator of the Year 2021-22.

A.12. Recognition of Outgoing Personnel Commissioner (Aguilera-Fort/Torres)

The Board of Trustees recognized Mrs. Irma J. Lopez as the Board's outgoing representative on the Personnel Commission.

A.13. Report on the Oxnard School District 2021-22 Educator Effectiveness Block Grant (DeGenna)

Ms. Anna Thomas, Director of School Performance and Student Outcomes, provided information regarding the Oxnard School District 2021-22 Educator Effectiveness Block Grant. The Grant will be presented for the Board's consideration and approval at their December 15, 2021 Board 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: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2021-2022 Negotiations, Pursuant to Government Code Section 3547 (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, conducted a public hearing regarding the sunshine of OSD and OEA's initial proposals for 2021-2022 negotiations.

Motion #21-62 Authorization for OEA and OSD to Enter Into Contract Negotiations for 2021-2022 School Year

Mover: Katalina Martinez

Seconder: Veronica Robles-Solis

Moved To: Authorize

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

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-63 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, 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

C.1. Enrollment Report (Quinto)

As presented.

C.2. Purchase Order/Draft Payment Report #21-04 (Quinto/Franz)

As presented.

C.3. Disposal of Surplus Personal Property (Quinto/Franz)

As presented.

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

As presented.

C.5. Establishment and Abolishment of Positions (Torres/Nair)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.6. Approval of Agreement #21-149 – Read.Write.Think., LLC (DeGenna/Cordes)

To provide professional development to Lemonwood K-8 staff in the area of English instruction, November 18, 2021 through June 30, 2022, in the amount not to exceed \$21,978.00, to be paid out of Title III funds.

C.7. Approval of Agreement #21-150 – Ransom Education Consulting (DeGenna/Fox)

To provide two (2) 90-minute scientific writing/literacy professional development workshops for 6th-8th grade teachers related to the adopted McGraw-Hill Inspire Science curriculum, November 18, 2021 through June 30, 2022, in the amount of \$1,200.00, to be paid out of the NOAA B-WET Grant.

C.8. Approval of Agreement # 21-151 - RAMSE Group (DeGenna/Cordes)

To design and deliver customized professional learning and coaching support using an Action Lab model as thought partners with the Administration Leadership Teams, November 18, 2021 through June 30, 2022, in the amount of \$11,200.00, to be paid out of Title 1 Funds.

Section C: RATIFICATION OF AGREEMENTS

C.9. Ratification of Agreement #21-138 - Assistance League, Non-Public School, NPS (DeGenna/Jefferson)

To provide Non-Public School (NPS) services for student #MG091818 for the 2021-2022 school year, including Extended School year, beginning September 2021, in the amount of \$12,650.00, to be paid out of Special Education Funds.

C.10. Ratification of Agreement/MOU #21-152 – Our Lady of Guadalupe School

(DeGenna/Thomas)

For Oxnard School District to provide services to Our Lady of Guadalupe School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A, for the 2021-2022 school year.

C.11. Ratification of Agreement/MOU #21-153 – Santa Clara Elementary School

(DeGenna/Thomas)

For Oxnard School District to provide services to Santa Clara Elementary School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A, for the 2021-2022 school year.

C.12. Ratification of Agreement/MOU #21-154 – St. Anthony’s School (DeGenna/Thomas)

For Oxnard School District to provide services to St. Anthony’s School through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A, for the 2021-2022 school year.

C.13. Ratification of Agreement #21-155 - UC Santa Barbara-MESA Program–Frank & Fremont Academies (DeGenna/Shea)

To serve educationally disadvantaged students and to the extent possible by law, emphasize participation by students from groups with low rates of eligibility for four-year colleges (including first generation college graduates), July 1, 2021 through June 30, 2022, in the amount not to exceed \$10,000.00, to be paid out of Title 1 Funds.

C.14. Ratification of Agreement #21-156 - Ventura County Office of Education

(DeGenna/Valdes)

For Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Quality Counts Ventura County, August 1, 2021 through June 30, 2022, funding to Oxnard School District up to the amount of \$49,200.00.

Section D: ACTION ITEMS

D.1. Approval of SPSA's for 2021-22 School Year - School Plans for Student Achievement - 20 Schools (DeGenna/Thomas)

Ms. Anna Thomas, Director of School Performance & Student Outcomes, provided a presentation on the School Plans for Student Achievement (SPSA's) for all 20 school sites. Following discussion, the SPSA's were approved as presented.

Motion #21-64 Approval of SPSA's for 2021-22

Mover: Monica Madrigal Lopez

Secunder: Jarely Lopez

Moved To: Approve

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

Motion Result: Passed

D.2. Approval of Oxnard School District's Parent & Family Engagement Policy (DeGenna/Ruvalcaba)

Ms. Teresa Ruvalcaba, Manager of Equity, Family and Community Engagement, presented information regarding the District's Parent & Family Engagement Policy. Following discussion, the policy was approved as presented.

Motion #21-65 Approval of Oxnard School District's Parent & Family Engagement Policy

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

D.3. Approval of Variable Term Waiver: Pupil Personnel Services Credential in School Counseling for Heather Brown for the 2021-2022 School Year (Torres/Batista)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented information regarding the request for a Variable Term Waiver for a Pupil Personnel Services Credential for Heather Brown for the 2021-22 school year. Following discussion, the waiver was approved.

Motion #21-66 Approval of Variable Term Waiver for Pupil Personnel Services Credential in School Counseling for Heather Brown for the 2021-22 School Year

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

The Board approved minutes of Board meetings as presented:

- August 19, 2020 Regular Meeting

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

Motion #21-67 Approval of Minutes of Board meetings as Presented - August 19, 2020
Regular Meeting
Mover: Jarely Lopez
Second: Katalina Martinez
Moved To: Approve
Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Veronica Robles-Solis,
Debra Cordes
Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption of Revisions to BP 3516.5 Emergency Schedules (DeGenna/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, presented the revisions to BP 3516.5 Emergency Schedules for Second Reading and Adoption.

Motion #21-68 Adoption of Revisions to BP 3516.5 Emergency Schedules
Mover: Veronica Robles-Solis
Second: Monica Madrigal Lopez
Moved To: Adopt
Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Veronica Robles-Solis,
Debra Cordes
Motion Result: Passed

F.2. Second Reading and Adoption of Revisions to BP 6120 Response to Instruction and Intervention (DeGenna/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, presented the revisions to BP 6120 Response to Instruction and Intervention for Second Reading and Adoption.

Motion #21-69 Adoption of Revisions to BP 6120 Response to Instruction and Intervention
Mover: Katalina Martinez
Second: Veronica Robles-Solis
Moved To: Adopt
Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Veronica Robles-Solis,
Debra Cordes
Motion Result: Passed

F.3. Second Reading and Adoption of Revisions to AR/BP 6164.41 Children with Disabilities Enrolled by their Parents in Private School (DeGenna/Thomas)

Ms. Anna Thomas, Director of School Performance & Student Outcomes, presented the revisions to AR/BP 6164.41 Children with Disabilities Enrolled by their Parents in Private School for Second Reading and Adoption.

Motion #21-70 Adoption of Revisions to AR/BP 6164.41 Children with Disabilities Enrolled by their Parents in Private School

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Adopt

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

Motion Result: Passed

F.4. Second Reading and Adoption of Revisions to AR & BP 6164.5 Student Success Teams (DeGenna/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, presented the revisions to AR & BP 6164.5 Student Success Teams for Second Reading and Adoption.

Motion #21-71 Adoption of Revisions to AR & BP 6164.5 Student Success Teams

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Adopt

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

Motion Result: Passed

F.5. Second Reading and Adoption of Revisions to E 9270 Conflict of Interest (Quinto)

Ms. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, presented the revisions to E 9270 Conflict of Interest for Second Reading and Adoption.

Motion #21-72 Adoption of Revisions to E 9270 Conflict of Interest

Mover: Veronica Robles-Solis

Seconder: Jarely Lopez

Moved To: Adopt

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

Motion Result: Passed

Section G: CONCLUSION

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

Superintendent Aguilera-Fort

- Superintendent Fellows
- California Educational Research Association Annual Conference -
- P3CC OSD Student Profile
- Oxnard Live! Interview (Spanish)
- Marshall School
- new Special Ed Teachers' Meeting
- thank you to all employees
- thank you to Tony Briscoe and Julie De St Jean
- thank you to teachers at the 5 schools that had perfect attendance on Friday 11/12

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

Monica Madrigal Lopez

- thank you to all presenters
- thank you to principals for SPSA's
- reminder of the importance of being a helping hand to our students
- consider opening schools up a little earlier for those young students that leave to go to school early
- Happy Thanksgiving to everyone

Jarely Lopez

- thank you to all presenters
- thank you to principals
- reminder to all to be a good example for students
- visited Driffill for anti-bullying assembly
- Happy Thanksgiving to all

Katalina Martinez

- thank you to all presenters
- Happy Holiday

Veronica Robles-Solis

- can we open the library or cafeteria early for those students that have to arrive at school early?
- can we get information on what the policy will be for our district re: sports - ages, grades, what sports?
- Happy Thanksgiving to all staff

Debra Cordes

- thank you to all presenters
- thank you to principals
- extra help for all staff
- thank you to all staff that shows up to work every day, on behalf of the students
- Happy Thanksgiving to all

G.3. ADJOURNMENT

President Cordes adjourned the meeting at 9:04 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Secunder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, 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 4th day of May, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of November 17, 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, December 15, 2021

5:00 PM - Open Meeting

Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

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

December 15, 2021

Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:05 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 Ruth Quinto, Assistant Superintendent Victor Torres, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Nayeli Ramirez, 1st grade student in Ms. Lisle's and Mrs. Melchor's class at Chavez School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Lesly Lopez, 6th grade student in Mrs. Seiler's class at Chavez School, read the district's Mission and Vision Statement in English. Karla Maldonado Soto, 3rd grade student in Mrs. Herrera-Fernandez's and Mrs. Perez's class at Chavez School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Chavez School

Mrs. Bertha Anguiano, Principal, provided a presentation about Chavez School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-73 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Adopt

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

Motion Result: Passed

A.6. Organization of the Board (Aguilera-Fort)

The Board recognized Trustee Debra Cordes as outgoing President of the Board of Trustees for 2020-2021.

For 2021-2022, Trustee Veronica Robles-Solis was elected President and Trustee Jarely Lopez was elected Clerk.

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

Motion #21-74 Appointment of Veronica Robles-Solis as Board President for 2021-2022

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Appoint

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

Motion Result: Passed

Motion #21-75 Appointment of Jarely Lopez as Board Clerk for 2021-2022

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Motion Result: Passed

A.7. Recess (15 Minutes)

A 15-minute recess was observed for purposes of reorganization of the Board.

A.8. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.9. Closed Session

The Board convened to closed session at 5:55 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
- OAH Case #2021090587
- OAH Case #2021090885

- Anticipated Litigation:

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

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:

Consider the Request to Expel Student:

- Case No. 21-02 (Action Item)

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

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

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

- Negotiations Settlement Agreement with the Oxnard Supportive Services Association (OSSA)

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment/Recommendation
 - Assistant Principal
- Public Employee Evaluation
 - Superintendent - Initial Review 2021-22

A.10. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:19 p.m.

A.11. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out, as the Board would be going back into closed session at the end of the meeting.

A.12. Schedule of Board Meetings for 2022 (Aguilera-Fort)

The proposed schedule of Board meetings for 2022 was presented for the Board's consideration.

Motion #21-76 Approval of Schedule of Board Meetings for 2022 as Presented

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

A.13. Appointment/Reappointment of Board Representatives to District Committees (Aguilera-Fort)

The Board selected from its members representatives to the Ventura County Committee on School District Organization and to the Oxnard School District Budget Advisory Committee.

Motion #21-77 Appointment of Debra Cordes as 2022 Board Representative on the Ventura County Committee on School District Organization

Mover: Monica Madrigal Lopez

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

Seconder: Katalina Martinez

Moved To: Appoint

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

Motion Result: Passed

Motion #21-78 Appointment of Jarely Lopez as 2022 Board Representative and Katalina Martinez as Alternate on the Oxnard School District Budget Advisory Committee

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Motion Result: Passed

A.14. Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Quinto)

The Board re-appointed the current representatives on the Oxnard School District Employee Health and Welfare Benefits Trust for 2022.

Motion #21-79 Appointment of Monica Madrigal Lopez as 2022 Board Member Representative and Robin S. Lefkovits as 2022 Retiree Representative on the Oxnard School District Employee Health and Welfare Benefits Trust

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Appoint

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

Motion Result: Passed

A.15. Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

Ms. Mayra Magaña, newly appointed Human Resources Manager, was introduced to the Board of Trustees.

A.16. Report on 2020 Census Assessment and Redistricting (Aguilera-Fort/Sawhney)

Ms. Nitasha Sawhney, District Counsel and Ms. Angela Banuelos of Cooperative Strategies provided a report on the 2020 Census assessment and Trustee area redistricting.

The redistricting process must be finished by February 28, 2021.

Section B: PUBLIC COMMENT/HEARINGS

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

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

Ilene Poland re: Item D.4 - should have been brought to CSEA.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-80 Approval of Consent Agenda as Presented

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

C.1. Approval of Resolution #21-14 California Department of Education – Early Education Division; California State Preschool Continuing Funding Application Fiscal Year 2022-2023 (DeGenna/Valdes)

As presented.

C.2. Approval of the Oxnard School District 2021-22 Educator Effectiveness Block Grant (DeGenna)

As presented.

C.3. Certification of Signatures (Quinto)

As presented.

C.4. Enrollment Report (Quinto)

As presented.

C.5. Annual and Five–Year Developer Fee Report (Quinto/Crandall Plasencia)

As presented.

C.6. Purchase Order/Draft Payment Report #21-05 (Quinto/Franz)

As presented.

C.7. Personnel Actions (Torres/Batista/Nair)

As presented.

C.8. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.9. Approval of Amendment #1 to Agreement #21-130 – Island Packers (DeGenna/Fox)

To add an additional teacher development day to the existing agreement, at no additional cost to the district.

C.10. Approval of Addendum #1 to Agreement/MOU #21-136 – California State University, Channel Islands (DeGenna/Fox)

To add an additional teacher professional development day to the existing agreement and add/adjust the CSUCI faculty and staff accordingly, at no additional cost to the district.

C.11. Approval of Agreement #21-165, 805 Evaluation and Analytics (DeGenna/Fox)

To assist with developing robust evaluation tools for The Islands Around Us program, assess the impacts and lessons learned from the program, and develop recommendations for future programs and professional development among staff and teachers, December 16, 2021 through September 30, 2022, in the amount of \$3,800.00, to be paid from the NOAA B-WET Grant.

C.12. Award of Informal Bid #21-INF-01 and Approval of Agreement #21-166 for Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Driffill (Quinto/Miller)

For Site Work & Installation of New Walk-In Cooler/Freezer Combo at Curren and New Walk-In Freezer at Driffill and Entering into Agreement #21-166 with Ardalan Construction Company Inc., in the amount of \$153,300.00, to be paid out of Deferred Maintenance funds.

Section C: RATIFICATION OF AGREEMENTS

C.13. Ratification of Amendment #1 to Agreement #20-120 – 360 Degree Customer Inc. (DeGenna/Jefferson)

To update the original rate sheet supplied by the staffing agency for providing supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department for fiscal years 2020-2021 and 2021-2022, at no increase to the original contract amount.

C.14. Ratification of Agreement #21-158, Assistance League, Non-Public School, NPS (DeGenna/Jefferson)

To provide Non-Public School services for students #ZB121316 and #AN090518 during the 2021-2022 school year, including Extended School year, in the amount of \$23,000.00, to be paid with Special Education Funds.

C.15. Ratification of Agreement #21-159, Communication Solutions (DeGenna/Jefferson)

To provide complete auditory processing evaluations and training on formal written reports and IEP reporting for the Special Education Department, October 1, 2021 through June 30, 2022, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.

C.16. Ratification of Agreement #21-160, John Tracy Clinic (DeGenna/Jefferson)

To provide complete audio-visual therapy evaluations and supporting services, including formal written reports and IEP reporting for the Special Education Department, October 1, 2021 through June 30, 2022, in the amount of \$5,000.00, to be paid out of Special Education Funds.

C.17. Ratification of Agreement #21-161, San Diego State University (Torres/Batista)

To provide San Diego State University students Practice Teaching experience in schools/classes of the District through active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District, September 10, 2021 through June 30, 2026, at no cost to Oxnard School District.

C.18. Ratification of Agreement #21-162, American Language Services (DeGenna/Jefferson)

To provide Translation/Interpreting services for the Special Education Department, for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings, December 1, 2021 – June 30, 2022, in the amount not to exceed \$10,000.00, to be paid out of Special Education Funds.

C.19. Ratification of Agreement #21-163 - Ventura County Office of Education (DeGenna/Valdes)

To participate in the Ventura County Inclusive Early Education and Expansion Program, July 1, 2021 through June 30, 2022, funding provided to Oxnard School District up to the amount of \$59,376.00.

C.20. Ratification of Agreement #21-164, Western Governors University (Torres/Batista)

To provide teacher candidates with student teacher assignments in a school and classes of the District under the direct supervision and instruction of cooperating teachers, December 1, 2021 through June 30, 2024, at no cost to Oxnard School District.

Section D: ACTION ITEMS

D.1. Call for Nominations for CSBA's Delegate Assembly (Aguilera-Fort)

The Board nominated Trustees Debra Cordes and Katalina Martinez as candidates to fill vacancies in CSBA's Delegate Assembly, Subregion 11-B.

Motion #21-81 Approval of Nomination of Debra Cordes as Representative on CSBA's Delegate Assembly

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

Motion #21-82 Approval of Nomination of Katalina Martinez as Representative on CSBA's Delegate Assembly

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

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

Motion Result: Passed

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

The Board of Trustees re-appointed the existing members of the Measure D Citizens' Bond Oversight Committee.

Motion #21-83 Annual Appointment of Measure D Citizens' Bond Oversight Committee

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Motion Result: Passed

D.3. Oxnard School District 2021-2022 First Interim Financial Report (Period Ending October 31, 2021) (Quinto/Crandall Plasencia)

Ms. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, and Ms. Mary Crandall Plasencia, Director of Finance, presented information regarding the district's 2021-22 First Interim Financial Report.

Motion #21-84 Approval of Oxnard School District 2021-2022 First Interim Financial Report (Period Ending October 31, 2021)

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

D.4. Approval of Emergency Resolution #21-13 for Grounds Maintenance & Pressure Washing of Facilities (Quinto/Miller)

Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, requested the Board's approval of Emergency Resolution #21-13 for Grounds Maintenance & Pressure Washing of Facilities. This is presented in an effort to meet Level 2 of the US Department of Education's established 5 levels of cleanliness and to reach the level of care for Grounds as defined by APPA, a national organization for land inventory and use.

Motion #21-85 Approval of Emergency Resolution #21-13 for Grounds Maintenance & Pressure Washing of Facilities (Failed for Lack of Unanimous Approval) Mover: Debra Cordes

Secunder: Jarely Lopez

Moved To: Approve

Ayes: 3 - Monica Madrigal Lopez, Jarely Lopez, Debra Cordes

Nays: 2 - Katalina Martinez, Veronica Robles-Solis

Motion Result: Failed

- D.5. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Natalie Gabrie and Elizabeth Navarro Hernandez (Torres/Batista)** Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Natalie Gabrie and Elizabeth Navarro Hernandez,

Motion #21-86 Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Natalie Gabrie and Elizabeth Navarro Hernandez Mover: Katalina Martinez

Secunder: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

The Board approved minutes of Board meetings as presented:

- September 2, 2020 Regular Meeting
- September 16, 2020 Regular Meeting
- October 7, 2020 Regular Meeting
- October 21, 2020 Regular Meeting

Motion #21-87 Approval of Minutes of Board meetings as Presented – September 2, 2020 Regular Meeting; September 16, 2020 Regular Meeting; October 7, 2020 Regular Meeting; October 21, 2020 Regular Meeting

Mover: Debra Cordes

Secunder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- visit to Mrs. Barajas's class at Soria
- McKinna ribbon cutting ceremony December 9, 2021
- Principals learning instructional rounds
- McKinna afterschool program
- vaccination clinic at McKinna
- school safety and social media
- congratulations - retirees Aurora Arteaga & Linda Gonzales
- happy holidays - school offices' hours

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

Debra M. Cordes

- apologies for not making it to McKinna ribbon cutting
- went to CSBA – enjoyed workshops
- enjoy time off - have a nice holiday
- thank you to everyone for everything they do

Katalina Martinez

- looking forward to the break
- hope teachers enjoy break

Monica Madrigal Lopez

- thank you to all for presentations
- thank you to Superintendent for his updates
- enjoyed attending virtual CSBA conference
- mental health - hopes everyone has time to rest
- happy holidays
- continue wearing masks

Jarely Lopez

- thank you to all for their work
- enjoy the holidays

Veronica Robles-Solis

- thank you to Trustee Cordes for her year of leadership as Board President
- reminder - March 7, 2022 will meet in person at VCOE for VCSBA, then on April 28
- thank you to everyone in the district for their work this year
- happy holidays – relax

Reconvene to Closed Session

The Board reconvened to closed session at 9:14 p.m. to discuss 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
 - OAH Case #2021090587
 - OAH Case #2021090885
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student:
 - ▣ Case No. 21-02 (Action Item)

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

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment/Recommendation
 - Assistant Principal
 - Public Employee Evaluation
Superintendent - Initial Review 2021-22

Reconvene to Open Session

The Board reconvened to open session at 10:40 p.m.

Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #21-88 Approval of Settlement Agreement – OAH Case #2021090587

Mover: Jarely Lopez

Secunder: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

Motion #21-89 Approval of Settlement Agreement – OAH Case #2021090885

Mover: Katalina Martinez

Secunder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

Motion #21-90 Appointment of Eli Kashman and Jonathan Murray as Assistant Principals

Mover: Debra Cordes

Secunder: Katalina Martinez

Moved To: Appoint

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

Motion Result: Passed

Motion #21-91 Approval of Request to Expel Student - Case No. 21-02

Mover: Debra Cordes

Secunder: Katalina Martinez

Moved To: Approve

Ayes: 2 - Jarely Lopez, Debra Cordes

Nays: 3 - Monica Madrigal Lopez, Katalina Martinez, Veronica Robles-Solis

Motion Result: Failed

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 10:43 p.m.

Motion to adjourn

Mover: Debra Cordes

Secunder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, 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

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 4th day of May, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of December 15, 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: May 04, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Board Policy BP 0415 Equity (DeGenna/Jefferson)

The Board Policy BP 0415 Equity is the recommendation by the CSBA (California School Board Association). The Board Policy will be presented for a second reading and adoption.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Special Education that the Board of Trustee approved and adopt policy BP 0415 Equity as outlined above.

ADDITIONAL MATERIALS:

Attached: [BP 0415 Equity \(5 pgs\).pdf](#)

Policy BP 0415: Equity

Status: ADOPTED

Original Adopted Date: 07/01/2018 | **Last Reviewed Date:** 07/01/2018

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions
2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.
3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities
4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students
5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups
6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need
7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices
9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	<u>Educational equity; prohibition of discrimination on the basis of sex</u>
Ed. Code 52077	Local control and accountability plan
Ed. Code 60040	Selection of instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Civil rights; crimes
Federal	Description
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Discrimination based on sex or blindness, Title IX
20 USC 1681-1688	Title IX, 1972 Education Act Amendments
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs, effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources

Management Resources	Description
Center for Urban Education Publication	Protocol for Assessing Equity-Mindedness in State Policy, 2017
CSBA Publication	Climate for Achievement Governance Brief Series, 2015
CSBA Publication	Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016
CSBA Publication	The School Board Role in Creating the Conditions for Student Achievement, 2017
CSBA Publication	Latino Students in California's K-12 Public Schools, 2016
CSBA Publication	Math Misplacement, 2015
CSBA Publication	Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017
CSBA Publication	African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016
CSBA Publication	African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016
Meeting California's Challenge	Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017
Website	Center for Urban Education
Website	California Safe Schools Coalition
Website	California Department of Education

Cross References

Code	Description
0000	Vision
0000	Vision
0100	Philosophy
0200	Goals For The School District
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1400	Relations Between Other Governmental Agencies And The Schools

2210	Administrative Discretion Regarding Board Policy
3100	Budget
3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3290	Gifts, Grants And Bequests
3600	Consultants
3600-E(1)	Consultants
4113	Assignment
4113	Assignment
4119.22	Dress And Grooming
4131	Staff Development
4219.22	Dress And Grooming
4231	Staff Development
4319.22	Dress And Grooming
5126	Awards For Achievement
5126	Awards For Achievement
5137	Positive School Climate
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6143	Courses Of Study
6143	Courses Of Study
6157	Distance Learning
6162.5	Student Assessment
6164.2	Guidance/Counseling Services
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6174	Education For English Learners

6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6179	<u>Supplemental Instruction</u>
6179	<u>Supplemental Instruction</u>
7110	<u>Facilities Master Plan</u>
9310	<u>Board Policies</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: May 04, 2022

Agenda Section: Section F: Board Policies, Second Reading

**Second Reading and Adoption - UNIFORM COMPLAINT PROCEDURES – BP and AR 1312.3:
Revisions (Torres)**

The policy and regulation have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red italics and yellow highlights, while language that will be deleted has been strikethrough and highlighted.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the attached policy and regulation at second reading, as presented.

ADDITIONAL MATERIALS:

Attached: [BP 1312.3 Uniform Complaint Procedures \(two pages\)](#)

[AR 1312.3 Uniform Complaint Procedures \(14 pages\)](#)

[Exhibit 1312.3-E\(1\) v1 \(one page\)](#)

[Exhibit 1312.3-E\(2\)v1 \(two pages\)](#)

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. The Board encourages **the** early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
(cf. 5146 - Married/Pregnant/Parenting Students)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
(cf. 6200 - Adult Education)
3. After School Education and Safety programs (Education Code 8482-8484.65)
(cf. 5148.2 - Before/After School Programs)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
6. Child care and development programs (Education Code 8200-**8488 8498**)
(cf. 5148 - Child Care and Development)
7. Compensatory education (Education Code 54400)
(cf. 6171 - Title I Programs)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content, **when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met** (Education Code

UNIFORM COMPLAINT PROCEDURES (continued)

51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on **a the** person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, **and** students formerly in a juvenile court school, **migrant students, and immigrant students participating in a newcomer program** (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

14. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

UNIFORM COMPLAINT PROCEDURES (continued)

16. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

20. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

22. State preschool programs (Education Code ~~8207-8225~~ 8235-8239.4)

(cf. 5148.3 - Preschool/Early Childhood Education)

23. State preschool health and safety issues in license-exempt programs (Education Code ~~8212~~ 8235.5))

24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee

UNIFORM COMPLAINT PROCEDURES (continued)

shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

UNIFORM COMPLAINT PROCEDURES (continued)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. **Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.**

43. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

54. Any complaint alleging a violation of a state or federal law or regulation related to special education, **(FAPE), or failure or refusal to implement** a due process hearing order **to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE** a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

65. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

76. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

87. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

UNIFORM COMPLAINT PROCEDURES (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-~~8488~~ ~~8498~~ Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289-32289.5 School safety plan, uniform complaint procedure

35186 Williams uniform complaint procedure

46015 Parental Leave for students

~~48645.7~~ Juvenile court schools

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:

49069.5 Records of foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical education, secondary schools

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

51226-51226.1-Career-technical education

51228.1-51228.3 Courses periods without educational content

52059.5 Statewide system of support

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

52300-52462 Career technical education

52500-~~52617~~ ~~52616.24~~ Adult schools

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process; school plan for student achievement

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3200-3205 Special education compliance complaints

4600-4670~~87~~ Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:(Continued)

4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
 4900-4965 Nondiscrimination in elementary and secondary education programs
 15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
 1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX of the Education Amendments of 1972
 6301-65767 Title I Improving the **aAcademic aAchievement of the dDisadvantaged**
 6801-7014 Title III language instruction for **limited English proficient English Learners** and immigrant students
UNITED STATES CODE, TITLE 29
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
 11431-11435 McKinney-Vento Homeless Assistance Act
 12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
 35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.67 Family Educational Rights and Privacy Act
 100.3 Prohibition of discrimination on basis of race, color or national origin
 104.7 Designation of responsible employee for Section 504
 106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
 106.8 Designation of responsible employee **and adoption of grievance procedures for Title IX**
 106.9 Notification of nondiscrimination on basis of sex
106.30 Definitions
106.44 Response to notice of sexual harassment
106.45 Titles IX sexual harassment complaint procedures
 110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures
Uniform Complaint Procedure 2021-22 2020-21 Program Instrument
Sample UCP Board Policies and Procedures
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021
Part I: Questions and Answers Regarding the Department's Title IX Regulations, January 2021
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Harassment and Bullying, October 2010
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, **2007 2002**
 WEB SITES

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:(Continued)

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

California Department of Social Services: <https://www.cdss.ca.gov>

Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/opepd/sppo>

U.S. Department of Agriculture: <https://www.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

adopted: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18, 2017; August 4, 2021; **May 4, 2022**

OXNARD SCHOOL DISTRICT

Oxnard, California

UNIFORM COMPLAINT PROCEDURES

Except as **the Governing Board** may otherwise **be** specifically provided **d** in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board Policy.

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for **receiving**, coordinating, **and investigating** ~~the district's response to~~ complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful such as discriminatory harassment, intimidation, or bullying and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. **The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.**

- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

Assistant Superintendent, Human Resources
 (title or position)

1051 South A Street, Oxnard, CA 93030
 (address)

(805) 385-1501 ext. 2050
 (telephone number)

certificatedhr@oxnardsd.org
 (email)

UNIFORM COMPLAINT PROCEDURES (continued)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

UNIFORM COMPLAINT PROCEDURES (continued)

- (cf. 0420 - School Plans/Site Councils)
- (cf. 1220 - Citizen Advisory Committees)
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
- (cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct.
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

(cf. 3260 - Fees and Charges)

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

7. A statement that the district will post a standardized notice of the educational **and graduation requirements** rights of foster youth, homeless students, **children of military families, and** former juvenile court school students now enrolled in the district, **children of military families, migrant students, and immigrant students enrolled in a newcomer program,** as specified in Education Code **48645.7,** 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

UNIFORM COMPLAINT PROCEDURES (continued)

- (cf. 6173 - Education for Homeless Children)
- (cf. 6173.1 - Education for Foster Youth)
- (cf. 6173.2 - Education of Children of Military Families)
- (cf. 6173.3 - Education for Juvenile Court School Students)
- (cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district **and district school** web sites and may be provided through district-supported social media, if available.

- (cf. 1113 - District and School Web Sites)
- (cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

UNIFORM COMPLAINT PROCEDURES (continued)**Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. ***If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.***

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR **4600 4630**)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the **Governing** Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. **(5 CCR 4630)**
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
complainant setting forth the reasons for the extension. (5 CCR 4630)
6. A complaint alleging unlawful discrimination harassment, intimidation, or bullying is

UNIFORM COMPLAINT PROCEDURES (continued)

filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

7. When a complainant of unlawful discrimination harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the

UNIFORM COMPLAINT PROCEDURES (continued)

complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant. ~~The respondent also shall be sent the investigation report at the same time it is provided to the complainant.~~

UNIFORM COMPLAINT PROCEDURES (continued)

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

- (1) The findings of fact based on the evidence gathered
- (2) A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law;
- (3) Corrective actions, whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
- (4) Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
- (5) Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (**LEP**) student or parent/guardian then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination based on state law harassment, intimidation, and bullying, based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, **but not limited to, injunctions, restraining orders**

UNIFORM COMPLAINT PROCEDURES (continued)

or other remedies or orders, ~~seeking assistance from mediation centers or public/private interest attorneys,~~ 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling
(cf. 6164.2 - Guidance/Counseling Services)
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice

UNIFORM COMPLAINT PROCEDURES (continued)

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination harassment, intimidation, or bullying, involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

When an employee is found to have committed retaliation or unlawful discrimination harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

UNIFORM COMPLAINT PROCEDURES (continued)

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, **51228.3**, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, **by engaging in reasonable efforts**, shall attempt in good faith, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report

UNIFORM COMPLAINT PROCEDURES (continued)

3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt **California State Preschool Program (CSPP)** program shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For the purpose, the Superintendent or designee may download and post a notice available from the CDE web site.(Education Code **8212 8235.5**; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code **8212 8235.5**; 5 CCR 4690)

UNIFORM COMPLAINT PROCEDURES (continued)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority (Education Code **8212 8235.5**; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code **8212 8235.5**; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code **8212 8235.5**; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an **LEP limited-English-proficient** student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled **hearing meeting** and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code **8212 8235.5**; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

(cf. 1340 – Access to District Records)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent **of Schools**. (5 CCR 4693)

UNIFORM COMPLAINT PROCEDURES (continued)

Regulation

approved: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18, 2017; May 16, 2018; August 4, 2021; **May 4, 2022**

OXNARD SCHOOL DISTRICT

Oxnard, California

UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8212, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

- 1. Outdoor shade that is safe and in good repair*
- 2. Drinking water that is accessible and readily available throughout the day*
- 3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children*
- 4. Restroom facilities that are available only for preschoolers and kindergartners*
- 5. Visual supervision of children at all times*
- 6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time*
- 7. Playground equipment that is safe, in good repair, and age appropriate*

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's uniform complaint procedures as required by law. A complaint form may be obtained at the school or district office, or downloaded from the school or district web site.

You may also download a copy of the California Department of Education complaint form when available from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

*Exhibit
adopted: May 4, 2022*

OXNARD SCHOOL DISTRICT
Oxnard, California

UNIFORM COMPLAINT PROCEDURES

PRESCHOOL COMPLAINT FORM: UNIFORM COMPLAINT PROCEDURES

Education Code 8212 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? Yes No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- The preschool does not have outdoor shade that is safe and in good repair.
- Drinking water is not accessible and/or readily available throughout the day.
- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- Restroom facilities are not available only for preschoolers and kindergartners.
- The preschool program does not provide visual supervision of children at all times.

- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.*
- Playground equipment is not safe, in good repair, or age appropriate.*

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

Please file this complaint at the following location:

*Assistant Superintendent, Human Resources
(preschool administrator or designee)
1051 South A Street, Oxnard, California 93030
(address)*

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature) (Date)

Exhibit **OXNARD SCHOOL DISTRICT**
adopted: May 4, 2022 *Oxnard, California*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: May 04, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Board Policies AR/BP 5148.3 Preschool/Early Childhood Education (DeGenna/Valdes)

The Board Policies AR/BP 5148.3 Preschool/Early Childhood Education has been updated based on the recommendations by CSBA (California School Board 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:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Early Childhood Education that the Board of Trustees approved and adopt Board Policies AR/BP 5148.3 Preschool/Early Childhood Education as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5148.3 OSD Preschool-Early Childhood Education \(11 pgs\).pdf](#)
[BP 5148.3 OSD Preschool Early Childhood Education \(5 pgs\).pdf](#)

Regulation AR 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 11/02/2011

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by the California Department of Education CDE under the California State Preschool Program (CSPP), the district may operate and/or collaborate with agencies who operate one or more part-day and/or full-day preschool programs in accordance with law and the terms of the state contract with CDE.

(cf. 5148 - Child Care and Development)

~~(cf. 5148.1 – Child Care Services for Parenting Students)~~

~~(cf. 5148.2 – Before/After School Programs)~~

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

The district's preschool program shall include all required program components for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development.

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8207; 5 CCR 18136)

The district's full-day program shall operate for a minimum of 246 days per year, unless otherwise specified in the program's contract. (Education Code 8207)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 18135, 18290)

(cf. 1240 - Volunteer Assistance)

(cf. 6020 - Parent Involvement)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

(cf. 0470 - COVID-19 Mitigation Plan)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Family Literacy Services

When any district preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)

1. **Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development**
2. **Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:**
 - a. **Providing support for the educational growth and success of their children**
 - b. **Improving parent-school communications and parental understanding of school structures and expectations**
 - c. **Becoming active partners with teachers in the education of their children**
 - d. **Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral**
3. **Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians**

(cf. 6200 - Adult Education)

4. **Staff development for teachers in participating classrooms that includes, but is not limited to:**
 - a. **Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies**
 - b. **Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms**
 - c. **Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities**
 - d. **Providing targeted interventions for all young children to improve kindergarten readiness upon program completion**

(cf. 4131 - Staff Development)

Eligibility and Enrollment Priorities for ~~Full-Day and~~ Part-Day Programs

~~Children eligible for the district's full-day or part-day CSPP program include those who will have their third or fourth birthday on or before December 2 of the fiscal year in which they are enrolled in the program. (Education Code 8235, 8236)~~

~~The Superintendent, designee or collaborating partner shall refer to the county's centralized eligibility list to identify children in need of services.~~

~~Children shall be eligible for subsidized services if their family meets one or more of the criteria specified in Education Code 8263 and 8263.1. (Education Code 8235)~~

For a child to be eligible for a full-day program, his/her family shall, in addition to meeting the above criteria, demonstrate need for the services due to any of the following circumstances: (Education Code 8235, 8263)

1. The child is identified by a legal, medical, or social services agency or emergency shelter as a recipient of protective services, as at risk of being neglected, abused, or exploited.

2. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; are employed or seeking employment; seeking permanent family housing; or are incapacitated.

First priority for enrollment in any CSPP program shall go to neglected or abused children age 3-4 years who are recipients of child protective services or who are at risk of being neglected, abused, or exploited, upon written referral from a legal, medical, or social service agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8236)

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

After all such children are enrolled, the district shall give priority to eligible children age 4 years prior to enrolling eligible children age 3 years. (Education Code 8236)

A three-year-old or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)

1. **A current aid recipient**
2. **Income eligible**
3. **Homeless**
4. **One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited**

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with disabilities. Such children with disabilities enrolled in part-day CSPP program shall not count towards the 10-percent limit described above. (Education Code 8208)

A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch may enroll four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)

The district shall certify eligibility and enroll families into their program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to enrollment, a child shall be deemed eligible for a part-day CSPP program for the remainder of the program year. (Education Code 8208)

The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)

- 1. The first priority for services shall be given to three-year-old or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.**
- 2. The second priority for services shall be given to eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten (TK) program. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.**

If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child with disabilities shall be enrolled first. If there are no families with a child with disabilities, the child that has been on the waiting list for the longest time shall be admitted first.

- 3. The third priority shall be given to eligible three-year-old children. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent at the time of enrollment, shall be enrolled first.**
- 4. The fourth priority, after all otherwise eligible children have been enrolled, shall be children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.**
- 5. The fifth priority, after all otherwise eligible children have been enrolled, shall be a child with disabilities whose family's income is above the income eligibility threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.**
- 6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, a CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.**

Additional Requirements for Part-Day Program

The district's part-day CSPP program shall operate a minimum of three hours per day but less than four hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235)

(cf. 6111 – School Calendar)

(cf. 6112 – School Day)

After all eligible children have been enrolled, the program may fill up to 10 percent of its enrollment, calculated throughout the entire contract, with children whose family income is no more than 15 percent above the income eligibility threshold. (Education Code 8235)

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the part-day program for the remainder of the program year. (Education Code 8237)

Fees shall not be assessed for families whose children are enrolled in the part-day program. (Education Code 8235)

Eligibility and Enrollment Priorities for Full-Day CSPP Programs

A three-year-old or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is a current aid recipient, income eligible, homeless, or one whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited.
2. The child's family needs the childcare services because of either the following:
 - a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless
 - b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all families meeting the criteria specified in Items #1 and 2 above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 12 months, shall receive those services for not less than 12 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 12 months. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

Additional Requirements for Full-Day Program

Full-day CSPP program shall operate the number of hours per day necessary to meet the child care and development needs of families and for a minimum of 246 days per year, unless otherwise specified in the program's contract. (Education Code 8235)

(cf. 3260 - Fees and Charges)

Additional Requirements for Prekindergarten and Family Literacy Programs

Prekindergarten and family literacy programs offered by the district and/or collaborating agencies prior to July 1, 2009, shall continue to provide classes in the attendance area of elementary schools in deciles 1-3 on the 2005 base Academic Performance Index. (Education Code 8238.4)

Such programs shall operate a minimum of 175 days for part-day services and 246 days for full-day, full-year services unless otherwise specified in the contract. (Education Code 8238.4)

Prekindergarten and family literacy programs shall provide: (Education Code 8238-8238.3)

1. Age and developmentally appropriate activities that are designed to facilitate children's transition to kindergarten

2. Opportunities for parents/guardians to work with their children on interactive literacy activities as defined in Education Code 8238

(cf. 6020 - Parent Involvement)

3. Coordination of parenting education for parents/guardians of participating children to support their children's development of literacy skills

4. Referrals to providers of adult education and English as a second language as necessary to improve parents/guardians' academic skills

(cf. 6200 - Adult Education)

5. Staff development of participating teachers in accordance with Education Code 8238.3

(cf. 4131 – Staff Development)

The district and/or collaborating agencies may select a family literacy and education coordinator to coordinate the provision of literacy services to families in the district and community, create an organizational partnership between the program(s) and adult education programs in the district or community, and promote parent/guardian involvement in participating classrooms. (Education Code 8238.2)

Notice of Action

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

(cf. 5145.6 - Parental Notifications)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

- 1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified**
- 2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing**
- 3. An indication by the parent/guardian that the parent/guardian no longer wants the service**
- 4. The death of a parent/guardian or child**
- 5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate**

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18081, 18084, 18130, 18133)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)

- 1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.**
- 2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.**
- 3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.**
- 4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.**
- 5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.**
- 6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.**

(cf. 5111 - Admission)

(cf. 6170.1 - Transitional Kindergarten)

Fees and Charges

Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the {SPI} in conjunction with the California Department of Social Services. (Education Code 8252; 5 CCR 18078)

However, for the 2021-2022 school year, family fees shall not be collected as specified in Education Code 8252.

(cf. 3260 - Fees and Charges)

In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 18110)

A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)

Disenrollment Based on Reduced Funding

When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse priority order for services as specified in Education Code 8210 and 8211 and as described above in the sections "Eligibility and Enrollment Priority for Part-Day CSPP Programs" and "Eligibility and Enrollment Priority for Full-Day CSPP Programs." (Education Code 8214)

Expulsion/Unenrollment Based on Behavior

A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8222)

- 1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program**

- 2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child**

(cf. 6159 - Individualized Education Program)

- 3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child**

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8222)

Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Parent Hearing

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)

Policy BP 5148.3: Preschool/Early Childhood Education

Status: ADOPTED

Original Adopted Date: 11/02/2011

The Governing Board of Trustees recognizes the value of that high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, and abilities for children ages 3-4 years help them develop knowledge, skills, and attributes necessary to be successful in school and provide for a smooth transition into the elementary education program. Such programs should provide developmentally appropriate activities in a safe, well-supervised, cognitively rich environment. The Board desires to provide a supervised, and cognitively rich environment designed to facilitate the transition to Kindergarten for three- and four-year-old children.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

Collaboration with Community Programs

The Superintendent or designee may shall collaborate with other agencies, organizations the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a community-wide comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf.5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community may be provided to parents/guardians upon request.

The Superintendent or designee shall establish partnerships with feeder preschools to facilitate articulation of the preschool curriculum with the district's elementary education program.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and

address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available. ~~In so doing, the Board shall give~~ **giving** consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

~~(cf. 0520.1 – High Priority Schools Grant Program)~~

~~(cf. 0520.2 – Title I Program Improvement Schools)~~

~~(cf. 0520.4 – Quality Education Investment Schools)~~

(cf. 6171 - Title I Programs)

~~On a case-by-case basis, the Board shall determine whether the district shall directly administer preschool programs or contract with public or private providers to offer such programs.~~

~~Facilities for preschool classrooms~~ **Preschool classroom needs** shall be addressed in the district's ~~comprehensive~~ facilities **master** plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations.

(cf. 1330.1 Joint Use Agreement)

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

~~To enable children of working parents/guardians to participate in the district's preschool program, the Superintendent or designee shall recommend strategies to provide a full-day program and/or to link to other full-day child care programs in the district or community to the extent possible.~~

~~(cf. 5148 - Child Care and Development)~~

~~(cf. 5148.1 – Child Care Services for Parenting Students)~~

~~(cf. 5148.2 – Before/After School Programs)~~

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning. ~~Program staff shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.~~

~~(cf. 1240 – Volunteer Assistance)~~

(cf. 5020 – Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK) and elementary program to provide a developmental continuum that builds upon children's growing skill and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

(cf. 6001 – Academic Standards)

(cf. 6170.1 – Transitional Kindergarten)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks published developed by the California Department of Education CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program components shall address be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional, physical, and cognitive development in key areas that are necessary for kindergarten readiness.

The district's program shall implement teaching strategies aligned to the preschool curriculum. Framework published by CDE which identifies overall approaches for teachers to support children's learning through environments and experience that are; developmentally appropriate, reflective of thoughtful observation and intentional planning, and individually and culturally meaningful.

The district's preschool program shall provide appropriate include activities and services to support that meet the needs of English dual language learners and children with disabilities for support in the development of their home language and English. (Education Code 8203).

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

(cf. 6174 – Education for English Language Learners)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

(cf. 0415 - Equity)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

To maximize the ability of children to succeed in the preschool program, program staff shall support children's health through proper nutrition and physical activity and shall provide or make referrals to health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall ensure that administrators, teachers, and **Paraeducators** **paraprofessionals** in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/**4212.5**/4312.5 - Criminal Record Check)

(cf. 4131 - Staff Development)

(cf. 4212.5 - Criminal Record Check)

(cf. 4222 - Teacher Aides/ **Paraeducators** **Paraprofessionals**)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollments in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

~~(cf. 6190 - Evaluation of the Instructional Program)~~

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: May 04, 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: May 04, 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: May 04, 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, April 29, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A