

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, June 1, 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

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

Mr. Brian Blevins, Principal, Christa McAuliffe School, will introduce Cecilia Cachola, Kindergarten student in Mrs. Dato’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 Mila Pacheco, 2nd grade student in Mrs. Hayman’s class at Christa McAuliffe School, and in Spanish by Sophia Hori, 4th grade student in Ms. Sanders’ class at Christa McAuliffe School.

A.4. Presentation by Christa McAuliffe School

Mr. Brian Blevins, Principal, will provide a short presentation to the Board regarding Christa McAuliffe. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- OAH Case #2022030227

- Anticipated Litigation:

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

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

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

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. Recognition of Superintendent Fellows (Aguilera-Fort)

The Board of Trustees and the Superintendent will recognize the student members of the Superintendent Fellows for 2021-2022. Please see attached list.

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

B.2. Public Hearing, Oxnard School District 2022-23 Local Control and Accountability Plan (DeGenna)

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

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2022-23 Local Control Accountability Plan (LCAP) prior to its adoption at the June 22, 2022 Board Meeting.

B.3. Public Hearing: Oxnard School District 2022-23 Budget (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2022-23 Budget prior to its adoption at the June 22, 2022 Board meeting.

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. Approval of Out of State Conference Attendance (DeGenna/Ruvalcaba)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Manager of Equity, Family and Community Engagement that the Board of Trustees approve out of state conference attendance for Alberto Mendoza and Teresa Ruvalcaba to attend the Family Engagement in Education: Creating Effective Home and School Partnerships Conference in Cambridge, Massachusetts, July 18 through July 21, 2022.

C.2. Approval of New Classification and Job Duties for Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English) (Torres/Torres)

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English).

C.3. Approval of Executive Assistant to the Superintendent Salary Reallocation (Torres/Torres)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources, that the Board of Trustees approve the salary allocation for the classification of Executive Assistant to the Superintendent, as presented.

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.

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.5. Award of Formal Bid #21-02 and Approval of Agreement #21-205 for Roofing Project 2022 (Mitchell/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #21-02, Roofing Project 2022, and enter into Agreement #21-205 with Channel Islands Roofing Inc., in the amount of \$384,947.00, to be paid out of Deferred Maintenance Funds.

C.6. Approval of Agreement #21-208 with Institution Recycling Network (Mitchell/Franz)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Agreement #21-208 with Institution Recycling Network to coordinate the logistics of furniture donation, creating projects that match the surplus furniture of Chavez School, with the needs of “recipients” (charities and non-profits) all over the world, in the amount not to exceed \$32,563.00, to be paid out of ESSER-2 Funds.

C.7. Approval of Agreement #22-12 – Gopher Sports (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and Physical Ed., and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #22-12 with Gopher Sports to provide SPARK PE Professional Development for Oxnard School District Physical Education teachers, Grades K-2 on August 8, 2022, Grades 3-6 on August 9, 2022, and Early Childhood on August 10, 2022, in the amount not exceed \$11,697.00, to be paid out of Educator Effectiveness Block Grant.

C.8. Approval of Agreement/MOU #22-13 – Ventura County Office of Education – Math Program (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-13 with the Ventura County Office of Education to provide professional development to the Oxnard Scholars after school program staff once a month for a minimum of nine total training dates, July 1, 2022 through June 30, 2023, in the amount not to exceed \$21,800.00, to be paid out of ASES Grant Funds.

C.9. Approval of Agreement #22-14 – Hatching Results, LLC (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-14 with Hatching Results, LLC., to provide 6 days of in-person professional learning, 4 hours of consultation with district school counseling leadership, a Qualtrics survey, copies of Hatching Results for School Counseling, and a co-constructed School Counseling program handbook, July 1, 2022 through June 30, 2023, in the amount of \$90,000.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.10. Ratification of Amendment #1 to Agreement #21-54 with Felicia J. Lew, OD (DeGenna/Jefferson)

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

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-54 with Felicia J. Lew, OD to provide Independent Education Evaluator Services with the Special Education Department during the 2021-2022 academic year to complete evaluations and optometry support services through the end of the fiscal year 2021-2022 in the amount of \$5,000.00, to be paid out of Special Education Funds.

C.11. Ratification of Amendment #1 to Agreement #21-79, STAR of CA, ERA Ed (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #21-79 with STAR of CA, ERA Ed., to provide classroom support as consultant and 1 to 1 behavioral therapist for identified students, through the end of the fiscal year 2021-2022 in the amount not to exceed \$745,000.00, to be paid out of Special Education Fund.

C.12. Ratification of Agreement #21-206 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-206 with the Ventura County Office of Education to provide exceptional services to special education student #JM111710 that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year 2021-2022, in the amount of \$12,441.76, to be paid out of Special Education Funds.

C.13. Ratification of Agreement #21-207 with Michelle Reyes (Mitchell/Galvan)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Agreement #21-207 with Michelle Reyes has provided training to the Oxnard School District Transportation Department staff to maintain a valid California Special Certificate to operate a school bus and transport students to and from school, according to State and Federal regulations and standards. Additionally, she will audit and validate OSD School Bus Drivers and Transportation Drivers credentials and training records for the California Highway Patrol's annual terminal inspection, February 1, 2022 through June 30, 2023, in the amount not to exceed \$5,000.00, to be paid out of General Funds.

Section D: ACTION ITEMS

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

D.1. Consideration and Approval of Resolution #21-37 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds (Mitchell/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Resolution #21-37 authorizing issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregated Principal Amount of Not to Exceed \$10,650,000, and Approving All Related Documents and Actions, as presented.

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 ___

D.2. Report and Approval of Universal Prekindergarten (UPK) Implementation Plan for fiscal years 2022-2026 - AB22

It is the recommendation of the Assistant Superintendent Educational Services, and the Director of Early Childhood Education Programs, that the Board of Trustees approve the Universal Prekindergarten Implementation Plan, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

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

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

- March 2, 2022 Regular Meeting
- March 16, 2022 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

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. Board Policies, Regulations and Bylaws

No Board policies will be approved at this meeting.

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.

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

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, May 27, 2022.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 01, 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: June 01, 2022

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case #2022030227
 - 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) Evaluation
 - Assistant Superintendents
 - Superintendent

4. 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: June 01, 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: June 01, 2022

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 01, 2022

Agenda Section: Section A: Preliminary

Recognition of Superintendent Fellows (Aguilera-Fort)

The Board of Trustees and the Superintendent will recognize the student members of the Superintendent Fellows for 2021-2022. Please see attached list.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize the student members of the Superintendent Fellows for 2021-2022.

ADDITIONAL MATERIALS:

Attached: [Fellow Student List \(1 Page\)](#)

School	Name	Grade
Brekke	Elise Kaikaina	5
Chavez	Daisy Vasquez	8
Chavez	Alejandro Salgado	5
Curren	Ashley Hernandez	8
Curren	Cindy Arreola	5
Driffill	Jared Yamil Robles Ross	5
Driffill	Penelope Garcia Mesa	8
Driffill	Maritza Gonzalez	8
Elm	Marsela Alvarez	5
Frank	Jeymy Judith Gaspar	8
Fremont	Christian Steffenauer	8
Harrington	Kiara De Castro	5
Lopez	Elianna Estela Lopez	8
Kamala	Miguel Tinoco	5
Kamala	Ashly Mayo Gonzalez	8
Lemonwood School	Jocelyn Leon	5
Lemonwood School	Arthur Macalma	8
Marina West	Mercedes Gallegos	5
Marshall	Stephanie Emilie Guerrero	7
McAuliffe School	Maria Corpus	5
McKinna	Michael Corral	5
Ramona	Melissa Santos	5
Ritchen	Alexandra Aguilar	5
Rose Avenue	Lailanney Villalobos	5
Sierra Linda	Alejandro Don Juan	5
Soria	Joshua Gomez	5
Soria	Ashley Flores Reyes	8

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 01, 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: June 01, 2022

Agenda Section: Section B: Hearing

Public Hearing, Oxnard School District 2022-23 Local Control and Accountability Plan (DeGenna)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2022-23 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 22, 2022 Board Meeting.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2022-23 Local Control Accountability Plan (LCAP).

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 01, 2022

Agenda Section: Section B: Hearing

Public Hearing: Oxnard School District 2022-23 Budget (Mitchell/Crandall Plasencia)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2022-23 Budget prior to its adoption at the June 22, 2022 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2022-23 Budget.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section C: Consent Agenda

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

The board's approval is requested for Alberto Mendoza, Parent Support Liaison and Teresa Ruvalcaba, Manager of Equity, Family and Community Engagement to attend the Family Engagement in Education: Creating Effective Home and School Partnerships Conference in Massachusetts on July 18 thru July 21, 2022. This conference is designed to promote family engagement practices that are directly connected to student learning. With guidance from Harvard faculty, district and community leaders, participants will study best practices in family engagement and identify strategies that can be used to improve educational outcomes for all students.

FISCAL IMPACT:

Reimbursement for meals and public transportation: \$1,200.00 paid out of Title I funds. Other related travel expenses, such as lodging and registration will be paid by the California Collaborative for Educational Excellence (CCEE).

RECOMMENDATION:

It is the recommendation of Assistant Superintendent of Educational Services, and Manager of Equity, Family and Community Engagement that the Board of Trustees approve the out of state travel as outlined above.

ADDITIONAL MATERIALS:

Attached: [Family Engagement in Education Acceptance Letter-Teresa Ruvalcaba.pdf](#)
[Family Engagment in Education Acceptance Letter-Alberto Mendoza.pdf](#)



HARVARD
GRADUATE SCHOOL OF EDUCATION

Professional Education

Dear Teresa,

On behalf of the Admissions Committee, we are delighted to inform you of your acceptance to Family Engagement in Education: Creating Effective Home and School Partnerships 7/18/2022-7/21/2022. We look forward to providing you with a professionally rewarding and valuable learning experience.

To confirm your participation and secure your place in the class, please access the following link to log in and complete the online form within seven days.

If you are already a member of our community, use your existing log-in credentials. If you aren't a member, your community account has already been created and you will receive instructions on accessing your account in a separate email:

[Confirmation Link](#)

Additional information will be provided as the program dates draw near. Please feel free to contact us through the [Professional Education Community](#) if you have any questions.

Congratulations on your acceptance!
We look forward to your participation.

Best regards,
Professional Education at Harvard
Graduate School of Education

Professional Education | Harvard Graduate School of Education
13 Appian Way, Longfellow Hall | Cambridge, MA 02138
T: 800.545.1849

Harvard is authorized to offer distance education under the State Authorization Reciprocity Agreement (SARA), an agreement that allows institutions of higher education in Massachusetts to offer distance education to students residing in other states that participate in SARA. For information about SARA-related student complaint processes for distance education students, please see <https://vpal.harvard.edu/nc-sara>



Dear Alberto,

On behalf of the Admissions

Committee, we are delighted to inform you of your acceptance to Family Engagement in Education: Creating Effective Home and School Partnerships 7/18/2022-7/21/2022. We look forward to providing you with a professionally rewarding and valuable learning experience.

To confirm your participation

and secure your place in the class, please access the following link to log in and complete the online form within seven days.

If you are already

a member of our community, use your existing log-in credentials. If you aren't a member, your community account has already been created and you will receive instructions on accessing your account in a separate email:

[Confirmation Link](#)

Additional information

will be provided as the program dates draw near. Please feel free to contact us through the [Professional Education Community](#) if you have any questions.

Congratulations on your acceptance! We look forward to your participation.

Best regards,
Professional Education
at Harvard Graduate School of Education

Professional Education | Harvard Graduate School of Education
13 Appian Way, Longfellow Hall | Cambridge, MA 02138
T: 800.545.1849

Harvard is authorized to offer distance education under the State Authorization Reciprocity Agreement (SARA), an agreement that allows institutions of higher education in Massachusetts to offer distance education to students residing in other states that participate in SARA. For information about SARA-related student complaint processes for distance education students, please see <https://vpal.harvard.edu/nc-sara>.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 01, 2022

Agenda Section: Section C: Consent Agenda

Approval of new classification and job duties for Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English) (Torres/Torres)

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Personnel Commission office received a reclassification request from Translator incumbents, Norma Zarate Cruz and Argelia Alvarado Zarate and a thorough job analysis was performed with the incumbents and the supervisor of this position. The only cause for a reclassification is a gradual accretion of duties outside of the current classification description and class concept over a period of two (2) years or more.

Based on the job analysis performed, it can be confirmed that the Translator incumbents have gradually accreted new duties which are outside of the scope of the current classification. As a result, a new job description was created for the incumbents under the classification of Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English).

The Personnel Commission took action on May 12, 2022 to approve the new classification of Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English) and allocate the classification to salary range 24 of the Classified salary schedule.

FISCAL IMPACT:

The classification of Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English) is allocated to salary range 24 (\$25.62/hour - \$31.14/hour) of the Classified salary schedule.

RECOMMENDATION:

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English).

ADDITIONAL MATERIALS:

Attached: [Interpreter-Community Support Liaison - Mixteco Job Description.pdf](#)
[Classifications_and_Salary_Schedules_21-22_Updated_2.9.22.pdf](#)

**INTERPRETER/COMMUNITY SUPPORT LIAISON –
TRILINGUAL (MIXTECO, SPANISH, ENGLISH)**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY OF DUTIES

The job of Interpreter/Community Support Liaison is done for the purpose/s of interpreting a wide variety of spoken communication in Mixteco, Spanish and English; facilitating communication between school or department staff and non-English speaking students, parents, and members of the community; performing a variety of clerical functions; providing information to the general public; serves as a liaison between District staff and families in establishing positive relationships and cultural awareness; and implementing a variety of processes relative to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from a designated site or department administrator.

ESSENTIAL DUTIES

- Interprets and translates accurately and concisely documents and other materials from Mixteco to a designated second language for the purpose of providing translation and interpretation for school sites and District-level functions.
- Supports families and students by shadowing and supporting new academy students who only speak Mixteco and conducting home visits for the purpose of managing translation for a variety of school site and District processes and activities.
- Greets students and public at assigned school sites requiring routine information for the purpose of responding to direct inquiries and ensuring accurate communication in a second language.
- Guides families during workshops offered by Educational Services for the purpose of ensuring accurate translation and support services.
- Provides parent and student technical support (e.g. District Apps and hotspot connections; symptom reporting; pre-enrollment packets for preschool-8th grade, etc.) for the purpose of ensuring clarity, understanding, and implementation.
- Assists social workers (e.g. domestic violence, sexual harassment, physical abuse, etc.) for the purpose of implementing interpretation and translation support.
- Develops and rewrites material in designated second language for the purpose of providing materials in second language to support Mixteco families.
- Interprets for district programs (e.g. migrant, Saturday and summer school support, etc.) for the purpose of ensuring understanding and implementation of processes.
- Serves as interpreter for District community meetings and events (e.g. parent workshops, parent conference, IEP's, family resource fair, etc.) for the purpose of providing simultaneous interpretation.
- Maintains accurate records and a variety of files (e.g. logs, records, reports, forms, etc.) for the purpose of providing communication and information for speakers of a designated second language.
- Prepares a variety of documents, reports, and written materials for the purpose of communicating information to parents and staff; providing written support; developing recommendations; and/or conveying information.
- Performs a variety of district protocol translations for the purpose of ensuring the efficient and effective implementation of District procedures.
- Serves as a resource (e.g. infant and preschool program, suspension and expulsion, Multicultural Festival, intra and inter District transfer, parent-teacher conferences, etc.) for the purpose of communicating all necessary information to students and families.
- Serves as community liaison for the purpose of supporting families with needed services.
- Establishes and maintains partnerships with community agencies, District and site staff for the purpose of facilitating and enhancing support services and resources for parents.

- Translates and interprets a wide variety of materials (e.g. newsletters, bulletins, letters, memoranda, questionnaires, instructional materials, Blackboard recordings, audio and video recordings, etc.) for the purpose of ensuring accuracy and clarity when translating within the designated languages.
- Establishes methods to communicate to all stakeholders involved in assisting students and families for the purpose of ensuring involvement of stakeholders.
- Attends and participates in a variety of meetings for the purpose of sharing and obtaining information.

Other Related Duties

- Performs additional assigned functions for the purpose of implementing daily translator procedures.
- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.



2021-2022 Active Classifications w/ Salary Ranges

Oxnard School District

RANGE CHILD NUTRITION SERVICES

21.5	Child Nutrition Services Operations Specialist
18.5	Child Nutrition Cafeteria Coordinator
13.5	Child Nutrition Worker

RANGE CLERICAL SUPPORT

23.0	Attendance Accounting Specialist II
22.5	District Testing & Assessment Coordinator
22.0	District Textbook Coordinator
21.5	Administrative Assistant
21.5	Compensatory Education Assistant
21.5	Facilities Secretary
21.5	School Office Manager
21.0	English Learner Data Technician
21.0	Special Education Data Technician
20.5	Attendance Accounting Specialist I
20.0	District Translator
19.5	Attendance Accounting Technician
19.5	Facilities Technician
19.5	Intermediate School Secretary
19.5	Office Assistant III
19.5	Secretary
19.0	Office Assistant/Switchboard Operator
18.5	Library/Media Technician
18.0	Translator
17.0	Health Assistant
17.0	Office Assistant II
16.5	Records Assistant
13.0	Clerical Assistant

RANGE COMMUNITY RELATIONS

24.0	District Community Liaison
24.0	Outreach Specialist
24.0	Parent Support Liaison
22.5	Special Education Service Coordinator
21.5	Family Liaison
18.5	Migrant Education Recruiter

RANGE FISCAL

24.0	Position Control Specialist
23.5	Senior Payroll Technician
23.0	Accounting Specialist IV
22.0	Payroll Technician
21.5	Accounting Specialist III

RANGE HUMAN RESOURCES

24.0	Credential Technician
23.0	Risk Management Specialist
21.0	Human Resources Technician
19.5	Human Resources Assistant

RANGE INSTRUCTIONAL SUPPORT

34.5	School Occupational Therapist
26.0	Speech-Language Pathology Assistant
23.5	Preschool Teacher
22.5	Paraeducator - Hearing Impaired (Sign Language)
22.0	Health Care Technician
17.5	Adaptive Technology Specialist
17.5	Paraeducator - Hearing Impaired (Oral Speech)
17.5	Registered Behavior Technician
17.0	Language Assessment Technician (Spanish Bilingual)
17.0	Paraeducator - Special Education
16.5	Instructional Assistant - Special Ed. (SH)
16.5	Paraeducator III
16.0	Infant Program Assistant
16.0	Instructional Assistant - Special Ed. (SDC)
16.0	Instructional Assistant - Speech
16.0	Paraeducator II
15.5	Instructional Assistant - Special Ed. (RSP)

RANGE INSTRUCTIONAL SUPPORT continued

15.5	Instructional Physically Handicapped Assistant
15.0	Preschool Assistant
15.0	Instructional Assistant
15.0	Paraeducator - General Education

RANGE MAINTENANCE/OPERATIONS

25.5	Grounds Maintenance Lead
24.0	Electrician
23.5	Heating, Ventilation, & Air Conditioning Technician
23.5	Plumber
23.0	Locksmith
22.0	Facilities Materials Specialist
22.0	Grounds Maintenance Specialist
22.0	Irrigation Specialist
21.5	Maintenance Worker II
19.5	Grounds Equipment Operator
19.5	Lead Custodian
18.5	Maintenance Worker I
18.5	Security/Maintenance Worker (N)
18.0	Grounds Maintenance Worker I
17.0	Custodian

RANGE PURCHASING/GRAPHICS/WAREHOUSE

23.0	Buyer
22.5	Reprographics Coordinator
21.5	Purchasing Specialist
20.5	Reprographics Technician
20.0	Shipping/Receiving Clerk/Delivery Driver
18.0	Warehouse Worker/Delivery Driver
17.0	Instructional Materials Warehouse Attendant/Driver

RANGE TECHNOLOGY

32.0	Network Systems Analyst
29.0	Information Technology Project Coordinator
29.0	Site Technology Coordinator
27.0	Technology Services Technician
24.0	Information Systems Data Technician
23.5	Instructional TV Services Coordinator
21.0	Help Desk Support Technician
20.0	Site Technology Technician

RANGE TRANSPORTATION

23.5	Vehicle & Equipment Mechanic
22.5	Transportation Router/Scheduler
20.5	Transportation Dispatcher/Scheduling Assistant
20.0	Bus Driver/Mechanic Assistant
19.5	Bus Driver
19.5	Cover Bus Driver/Office Assistant
16.0	Transportation Driver

RANGE OTHER

11.5	Campus Assistant
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RANGE EXEMPT

\$15	AVID Tutors
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	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					\$15.33
Range 10.0					\$15.74
Range 10.5				\$15.33	\$16.11
Range 11.0				\$15.74	\$16.51
Range 11.5			\$15.33	\$16.11	\$16.93
Range 12.0			\$15.74	\$16.51	\$17.33
Range 12.5		\$15.33	\$16.11	\$16.93	\$17.76
Range 13.0		\$15.74	\$16.51	\$17.33	\$18.21
Range 13.5	\$15.33	\$16.11	\$16.93	\$17.76	\$18.64
Range 14.0	\$15.74	\$16.51	\$17.33	\$18.21	\$19.10
Range 14.5	\$16.11	\$16.93	\$17.76	\$18.64	\$19.60
Range 15.0	\$16.51	\$17.33	\$18.21	\$19.10	\$20.05
Range 15.5	\$16.93	\$17.76	\$18.64	\$19.60	\$20.57
Range 16.0	\$17.33	\$18.21	\$19.10	\$20.05	\$21.06
Range 16.5	\$17.76	\$18.64	\$19.60	\$20.57	\$21.60
Range 17.0	\$18.21	\$19.10	\$20.05	\$21.06	\$22.12
Range 17.5	\$18.64	\$19.60	\$20.57	\$21.60	\$22.67
Range 18.0	\$19.10	\$20.05	\$21.06	\$22.12	\$23.21
Range 18.5	\$19.60	\$20.57	\$21.60	\$22.67	\$23.82
Range 19.0	\$20.05	\$21.06	\$22.12	\$23.21	\$24.39
Range 19.5	\$20.57	\$21.60	\$22.67	\$23.82	\$25.01
Range 20.0	\$21.06	\$22.12	\$23.21	\$24.39	\$25.62
Range 20.5	\$21.60	\$22.67	\$23.82	\$25.01	\$26.27
Range 21.0	\$22.12	\$23.21	\$24.39	\$25.62	\$26.90
Range 21.5	\$22.67	\$23.82	\$25.01	\$26.27	\$27.57
Range 22.0	\$23.21	\$24.39	\$25.62	\$26.90	\$28.24
Range 22.5	\$23.82	\$25.01	\$26.27	\$27.57	\$28.96
Range 23.0	\$24.39	\$25.62	\$26.90	\$28.24	\$29.65
Range 23.5	\$25.01	\$26.27	\$27.57	\$28.96	\$30.39
Range 24.0	\$25.62	\$26.90	\$28.24	\$29.65	\$31.11
Range 24.5	\$26.27	\$27.57	\$28.96	\$30.39	\$31.91
Range 25.0	\$26.90	\$28.24	\$29.65	\$31.11	\$32.66
Range 25.5	\$27.57	\$28.96	\$30.39	\$31.91	\$33.51
Range 26.0	\$28.24	\$29.65	\$31.11	\$32.66	\$34.30
Range 26.5	\$28.96	\$30.39	\$31.91	\$33.51	\$35.17
Range 27.0	\$29.65	\$31.11	\$32.66	\$34.30	\$36.00
Range 27.5	\$30.39	\$31.91	\$33.51	\$35.17	\$36.94
Range 28.0	\$31.11	\$32.66	\$34.30	\$36.00	\$37.80
Range 28.5	\$31.91	\$33.51	\$35.17	\$36.94	\$38.78
Range 29.0	\$32.66	\$34.30	\$36.00	\$37.80	\$39.69
Range 29.5	\$33.51	\$35.17	\$36.94	\$38.78	\$40.71
Range 30.0	\$34.30	\$36.00	\$37.80	\$39.69	\$41.67
Range 30.5	\$35.17	\$36.94	\$38.78	\$40.71	\$42.74
Range 31.0	\$36.00	\$37.80	\$39.69	\$41.67	\$43.76
Range 31.5	\$36.94	\$38.78	\$40.71	\$42.74	\$44.88
Range 32.0	\$37.80	\$39.69	\$41.67	\$43.76	\$45.95
Range 32.5	\$38.78	\$40.71	\$42.74	\$44.88	\$47.12
Range 33.0	\$39.69	\$41.67	\$43.76	\$45.95	\$48.25
Range 33.5	\$40.71	\$42.74	\$44.88	\$47.12	\$49.48
Range 34.0	\$41.67	\$43.76	\$45.95	\$48.25	\$50.66
Range 34.5	\$42.74	\$44.88	\$47.12	\$49.48	\$51.95
Range 35.0	\$43.76	\$45.95	\$48.25	\$50.66	\$53.20



Employee Anniversary Increments:
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.48
- 10 years of service: \$0.95
- 15 years of service: \$1.43
- 20 years of service: \$1.91
- 25 years of service: \$2.39

Night Shift Pay Differential:
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:
 Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15 per hour

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					\$2,657.69
Range 10.0					\$2,727.79
Range 10.5				\$2,657.69	\$2,792.13
Range 11.0				\$2,727.79	\$2,862.24
Range 11.5			\$2,657.69	\$2,792.13	\$2,935.18
Range 12.0			\$2,727.79	\$2,862.24	\$3,003.85
Range 12.5		\$2,657.69	\$2,792.13	\$2,935.18	\$3,078.22
Range 13.0		\$2,727.79	\$2,862.24	\$3,003.85	\$3,155.48
Range 13.5	\$2,657.69	\$2,792.13	\$2,935.18	\$3,078.22	\$3,231.26
Range 14.0	\$2,727.79	\$2,862.24	\$3,003.85	\$3,155.48	\$3,311.39
Range 14.5	\$2,792.13	\$2,935.18	\$3,078.22	\$3,231.26	\$3,397.22
Range 15.0	\$2,862.24	\$3,003.85	\$3,155.48	\$3,311.39	\$3,475.89
Range 15.5	\$2,935.18	\$3,078.22	\$3,231.26	\$3,397.22	\$3,564.56
Range 16.0	\$3,003.85	\$3,155.48	\$3,311.39	\$3,475.89	\$3,650.39
Range 16.5	\$3,078.22	\$3,231.26	\$3,397.22	\$3,564.56	\$3,743.38
Range 17.0	\$3,155.48	\$3,311.39	\$3,475.89	\$3,650.39	\$3,833.48
Range 17.5	\$3,231.26	\$3,397.22	\$3,564.56	\$3,743.38	\$3,929.33
Range 18.0	\$3,311.39	\$3,475.89	\$3,650.39	\$3,833.48	\$4,023.73
Range 18.5	\$3,397.22	\$3,564.56	\$3,743.38	\$3,929.33	\$4,128.12
Range 19.0	\$3,475.89	\$3,650.39	\$3,833.48	\$4,023.73	\$4,226.84
Range 19.5	\$3,564.56	\$3,743.38	\$3,929.33	\$4,128.12	\$4,334.13
Range 20.0	\$3,650.39	\$3,833.48	\$4,023.73	\$4,226.84	\$4,439.96
Range 20.5	\$3,743.38	\$3,929.33	\$4,128.12	\$4,334.13	\$4,552.97
Range 21.0	\$3,833.48	\$4,023.73	\$4,226.84	\$4,439.96	\$4,663.11
Range 21.5	\$3,929.33	\$4,128.12	\$4,334.13	\$4,552.97	\$4,778.98
Range 22.0	\$4,023.73	\$4,226.84	\$4,439.96	\$4,663.11	\$4,894.85
Range 22.5	\$4,128.12	\$4,334.13	\$4,552.97	\$4,778.98	\$5,019.30
Range 23.0	\$4,226.84	\$4,439.96	\$4,663.11	\$4,894.85	\$5,139.43
Range 23.5	\$4,334.13	\$4,552.97	\$4,778.98	\$5,019.30	\$5,268.15
Range 24.0	\$4,439.96	\$4,663.11	\$4,894.85	\$5,139.43	\$5,392.61
Range 24.5	\$4,552.97	\$4,778.98	\$5,019.30	\$5,268.15	\$5,531.36
Range 25.0	\$4,663.11	\$4,894.85	\$5,139.43	\$5,392.61	\$5,660.11
Range 25.5	\$4,778.98	\$5,019.30	\$5,268.15	\$5,531.36	\$5,807.45
Range 26.0	\$4,894.85	\$5,139.43	\$5,392.61	\$5,660.11	\$5,944.75
Range 26.5	\$5,019.30	\$5,268.15	\$5,531.36	\$5,807.45	\$6,096.35
Range 27.0	\$5,139.43	\$5,392.61	\$5,660.11	\$5,944.75	\$6,239.42
Range 27.5	\$5,268.15	\$5,531.36	\$5,807.45	\$6,096.35	\$6,402.46
Range 28.0	\$5,392.61	\$5,660.11	\$5,944.75	\$6,239.42	\$6,551.25
Range 28.5	\$5,531.36	\$5,807.45	\$6,096.35	\$6,402.46	\$6,721.46
Range 29.0	\$5,660.11	\$5,944.75	\$6,239.42	\$6,551.25	\$6,880.24
Range 29.5	\$5,807.45	\$6,096.35	\$6,402.46	\$6,721.46	\$7,056.18
Range 30.0	\$5,944.75	\$6,239.42	\$6,551.25	\$6,880.24	\$7,223.52
Range 30.5	\$6,096.35	\$6,402.46	\$6,721.46	\$7,056.18	\$7,408.62
Range 31.0	\$6,239.42	\$6,551.25	\$6,880.24	\$7,223.52	\$7,584.44
Range 31.5	\$6,402.46	\$6,721.46	\$7,056.18	\$7,408.62	\$7,778.96
Range 32.0	\$6,551.25	\$6,880.24	\$7,223.52	\$7,584.44	\$7,964.13
Range 32.5	\$6,721.46	\$7,056.18	\$7,408.62	\$7,778.96	\$8,168.00
Range 33.0	\$6,880.24	\$7,223.52	\$7,584.44	\$7,964.13	\$8,362.52
Range 33.5	\$7,056.18	\$7,408.62	\$7,778.96	\$8,168.00	\$8,575.75
Range 34.0	\$7,223.52	\$7,584.44	\$7,964.13	\$8,362.52	\$8,781.49
Range 34.5	\$7,408.62	\$7,778.96	\$8,168.00	\$8,575.75	\$9,004.07
Range 35.0	\$7,584.44	\$7,964.13	\$8,362.52	\$8,781.49	\$9,221.03



Employee Anniversary Increments:
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$82.74
- 10 years of service: \$165.48
- 15 years of service: \$248.22
- 20 years of service: \$330.96
- 25 years of service: \$413.70

Night Shift Pay Differential:
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:
 Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 01, 2022

Agenda Section: Section C: Consent Agenda

Approval of Executive Assistant to the Superintendent salary reallocation (Torres/Torres)

Education Code 45268 provides that “The commission shall recommend to the governing board salary schedules for the classified service. The governing board may approve, amend, or reject these recommendations. No amendment shall be adopted until the commission is first given a reasonable opportunity to make a written statement of the effect the amendments will have upon the principle of like pay for like service. No changes shall operate to disturb the relationship which compensation schedules bear to one another, as the relationship has been established in the classification made by the commission.”

The Superintendent has requested the Personnel Commission to reinstate the Executive Assistant to the Superintendent position as a management classification. This position was removed from the Classified Management salary schedule in April 2020 and established as a confidential position instead. When the classification was removed from the management salary schedule in April 2020, the salary was at \$75,423 - \$89,607 yearly. With the 1.5% increase that was Board approved in August 2021, the classification will be reinstated at \$76,555 - \$90,952 yearly in order to keep parity within the salary schedule.

The Personnel Commission took action on May 12, 2022 to reinstate the classification of Executive Assistant to the Superintendent to salary range \$76,555 - \$90,952 of the management salary schedule.

FISCAL IMPACT:

The classification of Executive Assistant to the Superintendent is being allocated to salary range \$76,555 - \$90,952 of the Classified Management salary schedule.

RECOMMENDATION:

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the salary allocation for the classification of Executive Assistant to the Superintendent.

ADDITIONAL MATERIALS:

Attached: [Executive Assistant to the Superintendent Job Description.pdf](#)
[Classified_Management_Salary_Schedule_Final__10.8.2021.pdf](#)

EXECUTIVE ASSISTANT TO THE SUPERINTENDENT

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY OF DUTIES

Under the direction of the Superintendent, performs a variety of highly complex and responsible duties to relieve the Superintendent of administrative detail; serves as administrative aide and confidential secretary for the Superintendent and the Board of Trustees; coordinates the activities of the employees in the Superintendent's office; coordinates the flow of communications on behalf of the Superintendent; and performs a variety of other duties relative to assigned areas of responsibility.

The incumbent in this classification serves as direct support to the Superintendent and Board of Trustees coordinating activities and ensuring timely and appropriate communication among all parties in order to ensure proper oversight for District programs which directly support student learning and achievement.

DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES

The descriptions below are provided to demonstrate how this classification fits within the organization and to assist in quickly identifying key differences between classifications which may appear otherwise similar. All classifications are listed in order from highest to lowest.

The Executive Assistant to the Superintendent is a single-incumbent management classification which performs a variety of highly complex and responsible duties to relieve the Superintendent of administrative detail, serves as administrative aide and confidential secretary for the Superintendent and Board of Trustees, coordinates activities and communications on behalf of the Superintendent, and supervises employees assigned to the Superintendent's office.

The Executive Assistant classifications (Business Services, Educational Services, Human Resources) perform a variety of complex, diverse, and confidential secretarial and administrative support work in order to function as primary support for a Deputy or Assistant Superintendent.

The Administrative Assistant classification performs a variety of assignments, serves as a lead clerical worker, and provides primary secretarial support for a department and/or District administrator at the level of Director or above.

SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from the Superintendent;
- Provides supervision and work direction to other staff assigned to the Office of the Superintendent.

ESSENTIAL DUTIES

- Serves as administrative aide and confidential secretary to the Superintendent; receives and appropriately responds to telephone calls, e-mail correspondence, and in-person visitors with wide ranging inquiries and complaints; takes and transcribes dictation; composes correspondence, reports, and commendations independently or from rough drafts or oral instructions and prepares for Superintendent's signature as needed; coordinates appointments and meetings; represents Superintendent in meetings as needed; reviews, sorts, and routes incoming mail; oversees and monitors travel arrangements including conference registration and reimbursements; responds to routine matters not requiring the Superintendent's attention;
- Serves as confidential secretary to the Board of Trustees; responds to requests for assistance; oversees and monitors travel arrangements including conference registration and reimbursements; keeps Trustees apprised of special events; coordinates information and events for Trustees who serve on committees or in official capacities for associations;
- Manages the Board of Trustees agenda preparation and publication process in accordance with the Brown Act; informs departments of established timelines for agenda item submissions; obtains, compiles, and coordinate information for Board agendas; supervises publication and ensures appropriate distribution of agendas and related materials;

- Coordinates, prioritizes, and supervises the activities of the staff in the Superintendent's Office; oversees the maintenance of confidential files; schedules, assigns, and reviews work; oversees timely, proper, and accurate completion of duties of subordinate staff; establishes and implement office procedures; set priorities and timelines for staff;
- Researches and compiles quantitative and qualitative data for presentation and analysis that may require the use of multiple sources of information, extraction and formatting of data from the district's student information system using queries, or other publicly available databases; develops documents for surveys and collaboration using different technology platforms such as Google docs, survey monkey, interactive PDF forms; may utilize legal case law database systems for the purpose of obtaining information on legal precedents pertinent to administrative decisions and considerations; may develop complex presentation materials using presentation software from drafts or oral instructions;
- Completes forms, legal documents and records within the scope of work ensuring accuracy, completeness and conformance to applicable policies, procedures, rules and regulations;
- Establishes methodical systems of office organization, including electronic filing and document storage, ensuring document security, especially as it pertains to confidential student and personnel files; researches and adheres to legal mandates pertaining to document storage;
- Ensures facilities are properly setup for scheduled public meetings; attends Board meetings and serves as the recording secretary; takes and transcribe minutes; ensures appropriate dissemination of minutes including safekeeping of official copy of minutes for historical purposes; ensures minutes and related public documents are available for review upon request;
- Prepare and disseminate annual letters to staff and parents, as required by law; assure appropriate and timely distribution.
- Assist in maintaining official Board policies and monitoring new laws and legal requirements affecting the District for incorporation into policy, including reviewing CSBA updates on a quarterly basis, drafting, revising and editing policies as assigned; ensures appropriate review by administrators who have jurisdiction over policy areas; processes changes for first reading and adoption by the Board;
- Communicates with District staff, legislators, city and county offices, parents, community groups and other school districts to obtain and provide information, resolve problems, and conduct routine business;
- Plans, organizes, and arranges meetings at sites in the district office or other locations as required;
- Serves as liaison between sites, departments, and staff members; coordinates requests for repair and services for the District office;
- Collaborates with Information Technology Services to edit and publish information on the District's website;
- Assists in the coordination of special projects, District-wide events, press conferences, and media availability; prepares related information packets as needed;
- Serves as the District liaison for biennial elections for school board; furnishes prospective candidates with district information and election material; interacts and coordinates filings with County Elections; arranges candidate orientations;
- Maintains assigned budget records and files; monitors budgets and reviews expenditures; assists in gathering and compiling data required by Superintendent for budget development;
- Reviews and accesses confidential information that contributes significantly to the development of management positions with respect to employer-employee relations; assists in the preparation of materials that develop or present management positions with respect to employer-employee relations [Government Code 3513 (f)].

Other Related Duties

- Performs related duties and responsibilities as required.

KNOWLEDGE, ABILITIES, AND TRAITS

Knowledge of:

- Functions and clerical operations of an administrative office;
- Pertinent Federal, State, and local laws, codes, and regulations;
- Correct English usage, vocabulary, spelling, grammar and punctuation.
- District organization, operations, and objectives;

- District programs, terminology, policies, practices, and procedures;
- Modern office practices, procedures, and equipment;
- Principles and practices of supervision, training, and performance evaluation;
- Preparation of various reports for presentation to Board of Trustees and others.
- Relevant computer operations and software;
- Techniques of proper telephone etiquette;
- Correct English usage, grammar, spelling, punctuation, and vocabulary;
- Good public relations techniques;
- Interpersonal skills using tact, patience, and courtesy;
- Principles and procedures of record keeping;
- Principles of business letter and commendation writing and report preparation;
- Basic statistical and fiscal record-keeping techniques and procedures.

Ability to:

- Exercise good and sound judgment;
- Resolve public relations matters effectively;
- Read, understand, interpret, and follow rules, regulations, policies, and procedures;
- Proof and edit documents;
- Establish and maintain effective record-keeping and filing systems;
- Organize materials and prepare clear and comprehensive reports;
- Compose correspondence, memoranda, commendations, and other materials independently or from oral instructions;
- Operate a variety of office machines and equipment such as a personal computer and all applicable hardware and software, copiers, scanners, typewriters, calculators, and fax machines;
- Accurately type/keyboard or perform data entry at a speed to complete assigned tasks;
- Provide information and assistance to parents, the general public, and other staff members in a positive, pleasant, professional, helpful, courteous, and timely manner;
- Establish and maintain effective working relationships;
- Work effectively within established time schedules and with minimal direction;
- Analyze situations accurately and adopt an effective course of action;
- Plan and organize work to meet schedules and timelines in an environment with constantly changing priorities;
- Supervise, train, direct, motivate, and evaluate staff;
- Communicate effectively, both orally and in writing;
- Understand and follow oral and written directions;
- Maintain confidentiality of privileged information obtained in the course of work.

Traits:

- Appreciates and respects the differences among people;
- Diligently attends to details and quality;
- Easily adapts to situations and changes;
- Effectively manages one's own time, priorities, and resources;
- Is trustworthy and responsible for his/her actions;
- Logically grasps and thinks through issues and problems;
- Promotes goals and leads by example;
- Remains steady under pressure;
- Stays focused and has good work ethic;
- Strives to meet customers' needs;
- Works around obstacles and is self-starting.

EMPLOYMENT STANDARDS

Education: Equivalent to an Associate’s degree from an accredited college or university with major course work in business administration, public administration, communications, or a related field. Two additional years of experience beyond that required below may be substituted for the required college course work.

Experience: One of the following:

- 1) Five years of executive-level secretarial/administrative experience with responsibility for providing direct support to an executive-level administrator. Experience in an educational environment is strongly preferred.

- 2) Three years of experience in the Oxnard School District in an Administrative Assistant, School Office Manager, or other equal or higher-level clerical/secretarial position.

**Alternate variations of equal education/experience may be considered by Personnel Commission staff as acceptable to qualify for participation in the examination process.*

Physical Requirements: Employees in this classification stand, walk, sit, stoop/bend, reach overhead, lift and carry up to 20 lbs., use fingers repetitively, use both hands simultaneously, speak clearly, hear normal conversation, and see small details.

WORK ENVIRONMENT: Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines, and have direct contact with employees and the public.

APPOINTMENT: In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of one (1) year during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service. NOTE: If adopted as Senior Management, an incumbent does not attain permanent status.

Salary Range: Classified Management Salary Schedule

Approved: 5/77

Revised: 5/83, 1/05, 4/17

Adopted as a Senior Management position: 4/17

Reinstated as Management position: 5/22

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2021-22

(effective 7-1-2020)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

Anniversary Increments: Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits: Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA districts contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Classified Managers Hired after July 1, 2012:
Classified Managers hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits: The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

Position	Paid Days*	Step 1	Step 2	Step 3
Chief Information Officer	261	\$126,152	\$137,501	\$149,878
Director of Classified Human Resources	261	\$121,524	\$132,464	\$144,386
Director of Finance	261	\$111,496	\$121,524	\$132,464
Director of Facilities	261	\$111,496	\$121,524	\$132,464
MEP Maintenance & Energy Programs Manager	261	\$100,920	\$110,410	\$119,899
Director of Network Operations	261	\$99,674	\$108,645	\$118,419
Director of Purchasing	261	\$95,622	\$104,223	\$113,605
Senior Manager, Maintenance & Operations	261	\$92,193	\$100,486	\$109,530
Director of Child Nutrition Services	261	\$90,514	\$98,657	\$107,537
Risk Manager	261	\$90,107	\$98,212	\$107,052
Human Resources Manager	261	\$90,107	\$98,212	\$107,052
Director of Early Childhood Education Programs	261	\$85,428	\$93,113	\$101,494
Director of Transportation	261	\$85,428	\$93,113	\$101,494
Accounting Manager/Internal Auditor	261	\$76,555	\$83,441	\$90,952
Web Content Analyst	261	\$76,555	\$83,441	\$90,952
Enrollment Center Manager	261	\$73,546	\$80,162	\$87,378
Warehouse/Graphics Manager	261	\$67,556	\$73,633	\$80,260
Custodial Services Manager	261	\$66,171	\$72,136	\$78,629
Grounds Manager	261	\$66,171	\$72,136	\$78,629
Maintenance Manager	261	\$66,171	\$72,136	\$78,629
Assistant Director of Child Nutrition Services	261	\$63,732	\$69,465	\$75,717

*Calendar work days plus holidays

*Board approved: 08/25/2021 – increase of 1.5%
 Edited to add Web Content Analyst: 10/08/2021*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 01, 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 06.01.2022 \(two pages\)](#)
[Certificated Personnel Actions 06012022 \(one page\)](#)

New Hires

Appel, Morgan C.	Paraeducator – Special Education, Position #10645 Kamala 5.75 hrs./183 days	05/16/2022
Barrera Avila, Juan A.	Grounds Maintenance Worker I, Position #965 Grounds 8.0 hrs./246 days	05/12/2022
Coria, Crystal	Paraeducator – Special Education, Position #7926 San Miguel 5.75 hrs./183 days	05/03/2022
Esparza, Lucia M.	Campus Assistant, Position #10559 Ritchen 5.0 hrs./180 days	05/09/2022
Lopez, Irene	Child Nutrition Worker, Position #186 Driffill 5.5 hrs./185 days	05/09/2022
Lopez Barrera, Diego G.	Custodian, Position #10465 Custodial Services 8.0 hrs./246 days	05/05/2022
O'Campo, Alex	Campus Assistant, Position #7150 Fremont 5.25 hrs./180 days	05/09/2022
Romero, Iliana	Child Nutrition Worker, Position #2222 McAuliffe 5.0 hrs./185 days	05/04/2022

Limited Term/Substitutes

Alfaro, Eduardo	Custodian (substitute)	05/10/2022
BenAmar, Sheherazade	Clerical (substitute)	05/17/2022
Blake, Karen R.	Paraeducator (substitute)	05/13/2022
Jimenez Estolano, Elizabeth	Clerical (substitute)	05/10/2022
King, Sandra	Clerical (substitute)	05/05/2022
Saab, Suleima	Campus Assistant and Paraeducator (substitute)	05/12/2022
Smith, Jaycin	Clerical (substitute)	05/11/2022
Vasquez Cruz, Guadalupe	Child Nutrition Worker (substitute)	05/06/2022
Villagomez, Celine	Clerical (substitute)	05/17/2022
Villegas, Paola	Paraeducator (substitute)	05/17/2022

Promotions

Gonzalez Jr., David C.	Maintenance Worker II, Position #829 Maintenance 8.0 hrs./246 days Maintenance Worker I, Position #5845 Maintenance 8.0 hrs./246 days	05/06/2022
Guerrero, Francisco S.	Maintenance Worker I, Position #5844 Maintenance 8.0 hrs./246 days Grounds Maintenance Worker I, Position #10405 Maintenance 8.0 hrs./246 days	05/02/2022
Morales, Maria A.	Child Nutrition Cafeteria Coordinator, Position #1282 Marina West 8.0 hrs./189 days Child Nutrition Worker, Position #1829 Marshall 5.0 hrs./185 days	05/03/2022

Promotions (Continued)

Webb, Diane T. Paraeducator – Special Education, Position #9213 05/10/2022
Harrington 5.75 hrs./183 days
Paraeducator II, Position #10594
Special Education 5.75 hrs./183 days

Transfers

Medina, Ana L. Outreach Specialist, Position #6076 05/23/2022
Frank 8.0 hrs./180 days
Outreach Specialist, Position #2561
Brekke 8.0 hrs./180 days

Medical Layoffs

9246 Child Nutrition Worker, Position #1287 05/13/2022
Rose Avenue 5.0 hrs./185 days

Release From Probation

8695 Grounds Maintenance Worker I, Position #10402 05/17/2022
Grounds 8.0 hrs./246 days

Terminations

3529 Child Nutrition Cafeteria Coordinator, Position #266 05/05/2022
Rose Avenue 8.0 hrs./189 days
7825 Campus Assistant, Position #7901 05/05/2022
Driffill 5.5 hrs./180 days

Resignations

Gifford, Kellsie J. Library Media Technician, Position #2199 05/20/2022
Sierra Linda 5.0 hrs./190 days
Martinez, Gwendolyn G. Paraeducator II, Position #9209 05/09/2022
Sierra Linda 5.75 hrs./183 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

Brooks, Jordan	Substitute Teacher	2021/2022 School Year
Chavira, Patricia	Substitute Teacher	2021/2022 School Year
Lopez Ramirez, Basiliza	Substitute Teacher	2021/2022 School Year
Caixerio, Deana	SPED Teacher	2022/2023 School Year
Madrigal Castro, Zuleyma	Speech Therapist	2022/2023 School Year
Morale Flores, Ricardo	Teacher BCLAD	2022/2023 School Year
Rhoden, Elizabeth	Teacher	2022/2023 School Year
Romo, Meaghan	Psychologist	2022/2023 School Year
Soriano Quintino, Liliana	Psychologist	2022/2023 School Year
Spencer, Coral	Speech Therapist	2022/2023 School Year

Retirement

Ramirez, Paul	Teacher	June 17, 2022
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Resignation

Allison, Cassandra	Teacher, SPED	June 17, 2022
Arnold, David	Speech Therapist	June 17, 2022
Glick, Dawn	Speech Therapist	June 17, 2022
Hanneman, Yoonmy	Psychologist	June 29, 2022
Magana, Everardo	Teacher	June, 17, 2022
Varela, Alfredo	Assistant Principal	June 30, 2022

Unpaid Leave of Absence

Hanneman, Yoonmy	Psychologist	05/13 - 6/17/2022
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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.

Menchaca, Juliana	Teacher	June 17, 2022
Morales, MaGuadalupe	Teacher	June 17, 2022
Rocha, Sabrina	Teacher	June 17, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 01, 2022

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #21-02 and Approval of Agreement #21-205 for Roofing Project 2022 (Mitchell/Miller)

Formal bids were solicited for Bid #21-02, Roofing Project 2022, pursuant to Public Contract Code 20110. Two bids were received and opened at 2:00 p.m., Friday, May 6, 2022.

It is requested that the Board of Trustees award Bid #21-02, Roofing Project 2022, and enter into Agreement #21-205 with Channel Islands Roofing Inc. as the lowest, responsive, responsible bidder, in the amount of \$384,947.00.

FISCAL IMPACT:

\$384,947.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #21-02, Roofing Project 2022, and enter into Agreement #21-205 with Channel Islands Roofing Inc., in the amount of \$384,947.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-205, Channel Islands Roofing Inc. \(3 Pages\)](#)

SECTION 00310

AGREEMENT #21-205

THIS AGREEMENT is made this 1st day of June 2022, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and **Channel Islands Roofing Inc.**, hereinafter called the “Contractor”, with a principal place of business located at 4155 North Southbank Road, Oxnard, CA 93036.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #21-02
Roofing Project 2022

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **ninety-nine (99) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Roof Repairs & Preventative Maintenance	June 24, 2022	September 23, 2022
Closeout/Punch List items	September 24, 2022	October 1, 2022

1.03 Contract Price. The District shall pay the Contractor as full consideration for the

Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **(Three Hundred Eighty-Four Thousand Nine Hundred Forty-Seven Dollar and No Cents)** (\$384,947.00). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Certificate of Workers Compensation
Instructions for Bidders	Drug Free Workplace Certification
Bid Proposal	Fingerprinting Certificate
Subcontractors List	DVBE Participation Goal
Non-Collusion Affidavit	Guarantee
Statement of Bidder's Qualifications	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	Drawings
Certification of Financial Relationships	

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

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

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 01, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-208 with Institution Recycling Network (Mitchell/Franz)

Institution Recycling Network (IRN) is a firm that coordinates the logistics of furniture donation, creating projects that match the surplus furniture of “generators” (District), with the needs of “recipients” (charities and non-profits) all over the world. The District pays a fee based upon the number of shipping containers needed for the transport of the furniture, Project Administration, Labor and Material Management and Transportation. IRN will provide an on-site project manager who documents all furniture packed in the containers, while also providing suggestions for the most efficient use of container space, labor to remove inventory from the site and to load containers for U.S. or international shipment, and procure containers for domestic and/or international shipment. Upon completion, the District will be provided with a Project Conclusion Report detailing the breakdown of the furniture donated, along with the location of the recipient organization. Any items not taken by IRN will be evaluated by District staff, and if deemed suitable will be tagged for sale at our next surplus sale. All other items will be disposed of and/or recycled at the appropriate facilities per California Education Code §17546.

The current project is located at Chavez School and involves the replacement of all site furniture.

FISCAL IMPACT:

Not to exceed \$32,563.00 – ESSER-2 Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Agreement #21-208 with Institution Recycling Network.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-208, Institution Recycling Network \(2 Pages\)](#)

OSD AGREEMENT #21-208

IRN SURPLUS PROPERTY PROJECT SUMMARY AND PROPOSAL
May 10, 2022

IRN Project: 4574
 Project Description: Cesar Chavez School Surplus Redistribution
 Client: Oxnard School District
 Client Contact: Lisa Franz
 Project Location(s): 301 N Marquita St, Oxnard, CA 93030
 Service Summary: IRN staff for project management and logistics coordination.
 IRN-contracted domestic and/or international logistics and end-users.
 Post-project summary reports including destination and project-specific data.
 Inventory Description: Mixed Classroom Furniture
 Anticipated Destination: Local, domestic and international disaster & economic relief efforts

SERVICES AND DESCRIPTION

IRN's Charitable Reuse Program

Project Administration

On-site management (including travel and expenses)
 Identification and coordination with charitable outlets
 Fulfillment of shipping and customs requirements
 Tonnage tracking and reporting, project completion report

Labor

Labor to remove inventory from client premises
 Labor to load trailers for U.S. or international shipment

Material Management and Transportation

Trailers and/or containers dispatched for domestic and/or international shipment
 Domestic and international transportation
 Recycling of any materials not suitable for reuse
 Local storage, warehousing, and handling if/as required

Total Project Cost	----- \$32,563
Plus or Minus Adjustments	\$0
Total Project Cost After Adjustments	\$32,563
Project Logistics Fee (25% required for schedule confirmation)	\$8,141
Balance on Project Completion	\$24,422

Please read and sign Page -2-

Initial Here _____

* This proposal is valid for 60 days from the date it is issued.

Project Proposal Page -2-

Project #: 4574
Description: Cesar Chavez School Surplus Redistribution

Cost Descriptions:

- **Total Administrative Fees** are costs for IRN to carry out pre-project planning, arrange shipment details with transporters, provide onsite management if/as needed, coordinate shipment to non-profits, and report on all weights and items shipped.
- **Total Material Management and Transportation Fees** are costs associated with material movement, material handling arrangements, and transportation to outlet shipping points (sea terminals or trucking terminals).
- **Total Project Fees** are the total costs associated with the planned project. These fees do not include costs outside of our control or added costs incurred due to project changes, add-ons, or alterations (see below).
- **Total Project Cost** is the total sum of all fees and discounts.
- **Project Logistics Fee** is a 25% fee required by the IRN on all jobs that exceed \$5,000. Deposit payments must be received prior to any jobs being placed on the project schedule (before confirmation with movers, transporters, and charitable outlets).
- **Balance due after Logistics Fee** is the total sum of all costs, discounts, and deposits to be received.

Conditions:

The Proposed Price does not allow for: a) Any change in your proposed inventory; b) Any third party interference with IRN's performance; c) Delays caused by the client (or generator, if different); d) Changes from proposed move schedule; e) Change in or obstruction of present access at all locations; f) Any items moved from their location at the time of inventory; g) Acts of god or nature. IRN will invoice the client for cost overruns related to these conditions or occurrences.

Disposition of Client Surplus:

IRN is a conduit to nonprofit organizations. IRN does not take ownership of and does not sell or receive other compensation from recipients of clients' surplus property. One hundred percent of the surplus we accept for reuse is provided directly to nonprofit recipients for use in disaster relief or economic development programs. The nonprofit organization(s) assumes ownership of the client's surplus and liability for its subsequent use.

Terms:

- **Payment Terms:** 25% Logistics Fee required on projects over \$5,000 (unless waived). Balance of project to be invoiced upon completion and payable within 30 days.
- Interest of 18% APR will be applied to invoices past 30 days.
- **Cancellation Fees:** *Due to the nature of surplus project planning and the multiple parties and services involved, IRN will impose cancellation fees if a project is canceled by the client after IRN's proposal has been accepted, as follows:*

Time of Cancellation	Cancellation Fee	
Cancellation 10 or more business days prior to project start	25%	\$8,141
Cancellation 5 to 9 business days prior to project start	50%	\$16,281
Cancellation 2 to 5 business days prior to project start	75%	\$24,422
Cancellation 1 business day before project start, on start date, or after project start.	100%	\$32,563

Please sign and return acceptance of this quote and the Terms & Conditions by fax to (603-229-1960). Acceptance of this quote obligates the client to all payment terms stated above.

Client PO# :

Lisa A. Franz, Director, Purchasing

Client Representative (Please Print)

Date

Client Signature

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-12 – Gopher Sports (DeGenna/Prater)

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

- August 8, 2022 – Grades K-2
- August 9, 2022 – Grades 3-6
- August 10, 2022 – Early Childhood

FISCAL IMPACT:

Not to exceed \$11,697.00 – Educator Effectiveness Block Grant

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics and Physical Ed., and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #22-12 with Gopher Sports.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-12, Gopher Sport \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-12

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of June 2022 by and between the Oxnard School District (“District”) and Gopher Sport (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 8, 2022 through August 10, 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 Eleven Thousand Six Hundred Ninety-Seven Dollars and No Cents (\$11,697.00), 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 does not qualify as a “designated employee”.

 (Initials)

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

 (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

 (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. **Indemnification for Other than Professional Liability.** To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.
-  (Initials)
- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Julie Prater
Phone: (805) 385.1501
Fax: (805) 486.6084

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

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

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

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

26. **Administration.** JULIE PRATER shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

GOPHER SPORT:

Signature

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

Date

Tax Identification Number: 95-6002318



Signature

Ryan Reimers / Corporate Vice President & CFO
Typed Name/Title

5/17/2022
Date

Date

Tax Identification Number: 41-1796468

Not Project Related Project #22-12

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-12

SERVICES

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

PER ATTACHED QUOTE #QT47955, DATED 10/18/2021

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

PER ATTACHED QUOTE #QT47955, DATED 10/18/2021

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.	
C.	
D.	

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related Project #22-12

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-12

COMPENSATION

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

Total Compensation Not to Exceed \$11,697.00

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

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

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

IV. The total compensation for the Services shall not exceed \$11,697.00 as provided in Section 4 of this Agreement.

Not Project Related

Project #22-12

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-12

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000~~

~~Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #22-12

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 #22-12

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-12

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Quote

Quote #: QT47955

Quote Date: 18-Oct-2021

Expire Date: 30-Jun-2022

Contact Name: Julie Prater

Sales Manager: Brian Hull

brianhull@sparkpe.org

Tel: 855-500-3623

Fax: 507-446-2219

Ship To:

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

Shipping Contact:

Bill To:

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

Billing Contact:

Quote Total:

\$11,697.00

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

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
56-401 SPARK Early Childhood Professional Development - Standard	1	3	21-Mar-2022	\$2,699.00	\$2,699.00
56-409 SPARK PE K-2 Professional Development - Standard	1	0	22-Apr-2022	\$2,699.00	\$2,699.00
56-413 SPARK PE 3-6 Professional Development - Standard	1	0	24-Mar-2022	\$2,699.00	\$2,699.00
T00004 SPARK Travel 4	3		21-Mar-2022	\$1,200.00	\$3,600.00



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

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

Phone: 800-533-0446

Fax: 800-451-4855

customer@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT47955



Quote

Quote #: QT47955

Quote Date: 18-Oct-2021

Expire Date: 30-Jun-2022

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
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Note: Requested professional development dates:

August 8th (K-2)
August 9th: (3-6)
August 10th: (EC)

Subtotal:	\$11,697.00
Shipping, Handling & Processing:	\$0.00
Estimated Sales Tax :	\$0.00
Quote Total:	\$11,697.00

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



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

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

Phone: 800-533-0446

Fax: 800-451-4855

customer@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT47955



[SPARK Curriculum Purchase*](#) includes access to SPARK App

Features including:

- ✓ View SPARK lesson plans + favorite lessons for easy access
- ✓ Observe SPARK skill cards, task cards, and activity videos + access music
- ✓ Conduct SPARK skill rubric assessments
- ✓ Capture fitness testing
- ✓ Schedule SPARK lessons, assessments + fitness tests, with pop-up reminders
- ✓ Track attendance
- ✓ Utilize random group creator/student selector
- ✓ Email student self-assessments (to come)
- ✓ Custom assessments (to come)

*SPARK App is available for: K-2 PE, 3-6 PE, Middle School PE, High School PE, Early Childhood and After School programs.



SPARK workshops solicit philosophical “buy-in,” show teachers how to navigate the instructional materials and website content, then prepare effective lessons, and provide active examples that foster best practices.

SPARK training is truly a special event: Smiles are prevalent, laughter frequent, and a special rapport occurs between participants and their trainer. Participants leave ready, willing and able to implement SPARK effectively and maximize student outcomes.

SPARK Starter** Program Provides:

- A Project Coordinator: Oversees delivery of all components and serves as liaison and single point of contact to the contracted school/agency and its representatives
- [Four evaluative tools](#) and the consultation on how to use them (needs assessment, workshop / inservice evaluations, lesson quality checklists, and program evaluations)
- An estimated 3 hours trainer preparation time for each SPARK training

- 3 hours for set-up and take down at each training
- (3) hours of active instruction led by a SPARK Certified Trainer
- Targeted handouts for each participant and SPARK raffle prizes (e.g., t-shirt, clipboard, water bottle, equipment, etc.)
- SPARK Star Meeting – to support institutionalization (additional 30 min session)
- Each person attending earns a SPARK Certificate of Participation

SPARK Standard Program Provides (\$2,699.00 + travel for each PD session:**

- A Project Coordinator: Oversees delivery of all components and serves as liaison and single point of contact to the contracted school/agency and its representatives
- [Four evaluative tools](#) and the consultation on how to use them (needs assessment, workshop / inservice evaluations, lesson quality checklists, and program evaluations)
- An estimated 3 hours trainer preparation time for each SPARK training
- 3 hours for set-up and take down at each training
- (6) hours of active instruction led by a SPARK Certified Trainer
- Targeted handouts for each participant and SPARK raffle prizes (e.g., t-shirt, clipboard, water bottle, equipment, etc.)
- SPARK Star Meeting – to support institutionalization (additional 30 min session)
- Each person attending earns a SPARK Certificate of Participation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2022

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

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

PRODUCER Christensen Group 9855 West 78th Street, Ste 100 Eden Prairie MN 55344		CONTACT NAME: Alissa Breeggemann PHONE (A/C, No, Ext): (952) 653-1000 E-MAIL ADDRESS: abreeggemann@christensengroup.com FAX (A/C, No): (952) 653-1100	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Middlesex Insurance Company	NAIC # 23434
		INSURER B: Sentry Insurance	
		INSURER C: Accredited Specialty Insurance Company	16835
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED THE PROPHET CORPORATION, DBA: GOPHER SPORT PO Box 998 Owatonna MN 55060			

COVERAGES

CERTIFICATE NUMBER: 22-23 LIABILITY

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			A0140842004	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0140842001	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0140842006	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A0140842005	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber Liability			2-CIA-MN-17-S0105512-00	01/31/2022	01/01/2023	Each Limit:	\$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF COVERAGE XXXXXXXXXXXX XXXXXXXXXXXX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 00009014

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

ADDITIONAL REMARKS

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-13 – Ventura County Office of Education – Math Program (DeGenna/Shea)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of nine total training dates during the 2022-23 school year and will include information that will assist the Oxnard Scholars lead staff and Director, Enrichment & Specialized Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

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

FISCAL IMPACT:

Not to exceed \$21,800.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-13 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-13, Ventura County Office of Education \(1 Page\)](#)

**AGREEMENT/MOU #22-13 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Instructional Support Services (ISS) staff in training the after-school staff and administrator of after-school programs in the Oxnard School District. The purpose is to train the staff and support the Oxnard School District administration in their after-school mathematics program.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **Ventura County Office of Education** will work together toward promoting a quality after-school program. 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. **Ventura County Office of Education agrees to:**
 - a. Provide an orientation to the Building Numeracy math program by a VCOE math consultant. (\$875 for each full day of training + \$875 for design and preparation of math program materials for each orientation session).
 - b. Provide instructor trainings, lessons, coaching, support, and/or demo lessons (in person or remotely) \$875 for each full day presentation by math specialist and \$875/full day for design of units and preparation of instructor and site materials for each unit. (VCOE graphics charges to be paid by OSD).
 - c. Provide handouts or digital documents to administrator of after-school programs and after-school staff. (VCOE graphics charges to be paid by OSD).
 - d. Develop a list of math materials and math literature for the Building Numeracy units (to be purchased by OSD).
 - e. Maintain ownership of all documents and data produced for the Building Numeracy Math Program and the math training sessions.
 - f. Total program costs for professional development and design not to exceed \$18,000.00 and graphics charges not to exceed \$4,800.00 for a total not to exceed \$21,800.00.
2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera, and laptop).
 - c. Allocate an account for math materials and math literature for each site.
 - d. Support trainings through regular classroom visits by the after-school program administrator to monitor implementation of new learning.
 - e. Pay Ventura County Office of Education, Instructional Support Services for Content Specialist services, materials, and printing costs for the math units.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2022 - June 30, 2023.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education:

Lisa Salas Brown, Associate Superintendent

Date

Lisa Cline, Executive Director

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-14 – Hatching Results, LLC (DeGenna/Nocero)

Hatching Results, LLC will design and deliver high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of support, conducting root-cause analysis, the delivery of evidence-based tiered interventions, effective district-wide systems, and leadership practices.

Hatching Results, LLC will provide 6 days of in-person professional learning, 4 hours of consultation with district school counseling leadership, a Qualtrics survey, copies of Hatching Results for School Counseling, and a co-constructed School Counseling program handbook.

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

FISCAL IMPACT:

\$90,000.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-14 with Hatching Results, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-14, Hatching Results, LLC \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-14

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of June 2022 by and between the Oxnard School District (“District”) and Hatching Results, LLC (“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 shall not exceed Ninety Thousand Dollars (\$90,000.00), per hourly rate of \$85.00, and including mileage reimbursement, 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, with or without 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. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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)

14. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or

by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

- c. **General Indemnification Provisions.** Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

21. **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.

22. **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: Hatching Results, LLC
2907 Shelter Island Dr., #150-287
San Diego, CA 92106
Attention: Lisa De Gregoria
Phone: (707) 497.4395
Email: office@hatchingresults.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.

23. **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.

24. **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.
25. **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.
26. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
27. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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:

HATCHING RESULTS, LLC:

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 #22-14

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

SERVICES

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

PER ATTACHED PROPOSAL DATED 5/17/2022

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

PER ATTACHED PROPOSAL DATED 5/17/2022

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.	
C.	
D.	

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

- None.
- Per attached proposal

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

- None.
- Per attached proposal

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 #22-14

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

COMPENSATION

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

Total Compensation Not to Exceed \$90,000.00

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

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

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

IV. The total compensation for the Services shall not exceed \$90,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-14

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 #22-14

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-14

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

HATCHING RESULTS® PROPOSAL FOR SERVICES 2022-2023

OXNARD SCHOOL DISTRICT, CALIFORNIA



Prepared By: Lisa De Gregorio, Executive Director of Engagement Services
May 17, 2022

Thank you for your interest and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results® contracts with state and national leaders in school counseling to personalize your district's professional learning (PL), evaluation, strategic planning, and/or coaching services.

School counselors are uniquely trained to work within a framework of a [multi-tiered system of supports](#) that is inclusive of their role in students' academic, college and career, and social-emotional development. School counselors support the development of *all* students with particular focus on the needs of special populations and collaborate with key stakeholders to facilitate learning success. Through the delivery of a comprehensive school counseling program that reaches all students, school counselors provide preventative Tier 1 instruction, while also supporting students who are experiencing trauma, mental/emotional/social unwellness, academic challenge, and postsecondary planning struggles via Tier 2 and 3 interventions and systems change advocacy.

Hatching Results is the [premier organization](#) for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered systems of support, conducting root-cause analysis, the delivery of evidence-based tiered interventions, effective district-wide systems, and leadership practices. We have the experience to train staff, conduct school counseling program assessment district wide and at individual school sites, and provide consultation and executive coaching needed to assist in hiring, project planning, and strategic planning to shape and execute plans for long-term sustainability. Learn more about our expert team of Professional Learning Specialists [here](#).

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the [ASCA National Model](#), a [Multi-Tiered, Multi-Domain System of Supports](#), the use of data, and evidenced-based practices takes a minimum of three years. Early in the process it will be important to guide school counselors and administrators regarding the transformed school counseling program and to collect vital baseline data relative to the goals that the district hopes to achieve. The ongoing evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. Together we will create measurable objectives, determine intervention strategies, and clearly define measurable outcomes. View a Sample Professional Learning Schedule [here](#).

By the end of the professional learning series, participants will be able to:

- Serve students and families more proactively and efficiently through a multi-tiered system of supports
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust district wide school counseling Tier 1 curriculum that aligns with state and national standards
- Experience greater consistency and equity in access across schools in what students receive from the school counseling program
- Witness more legitimacy and understanding of the role of school counselors

Service Plan Proposal

The service plan proposal that follows has been drafted based on our discussion about desired services and objectives. It can be modified to meet the challenges of these uncertain times or budget parameters. Fees are related to the level of direct services provided by Hatching Results, the number of participants, and level of data analysis and reporting.

Our solutions can be funded through ESSER to help your district maintain a high-quality learning environment to mitigate learning loss as a result of COVID-19. Learn more about what's available for TK-12 schools [HERE](#).

Service Plan Costs

Based on approximately 25 school counselors and related service specialists in attendance, the pricing structure is unique to your district and the scope of work indicated. School administrators are strongly encouraged to attend—we will collaborate with you to determine how best to include them in this service plan. Costs are inclusive of travel, time for preparation, planning, and delivery of services by up to **two Professional Learning Specialists** as well as online access to training materials and resources. For scheduling, please plan for a full day of direct service wherever possible. For instance, if you begin the day with a PD session, schedule a consultation in the afternoon so that your training team is available to you for that day. **NOTE: Pricing is subject to change. This proposal is valid for 60 days from this date.**

PROPOSED SERVICE PLAN SY22-23	
FULL ONSITE PROFESSIONAL LEARNING	
Professional Learning (PL)	<p>6 days of In-Person Professional Learning <u>Two</u> PL Specialists/Coaches will provide interactive professional learning to school counselors, administrators, and other critical partners.</p> <p>Collaborative preparation meetings for agenda development, “toolkit” slide presentations, “action period” activities, evaluation report, and debrief/follow-up with the district leadership team are included.</p>
Program Assessment & Audit	<p>Qualtrics Survey (see sample) to be distributed to all school counselor and administrator participants with an overall report of results identifying trends and patterns. Designed to address the organizational, institutional, and political challenges along with current beliefs and behaviors of school counselors and administrators.</p>
Consultation & Coaching	<p>4 hours of consultation with the district school counseling leadership team for strategic planning, thought partnership, coaching, feedback, and discussion of systems or artifacts as well as time spent in internal artifact review. Provided onsite consecutive with onsite professional development days or virtually via ZOOM.</p>
Materials & Tools	<p>25 copies of Hatching Results for Elementary School Counseling: Implementing Core Curriculum and Other Tier 1 Activities</p> <p>School Counseling Program Handbook (see table of contents) with support for co-constructed development.</p>
<p>Cost Per Academic Year: \$90,000</p>	

The professional learning service plan proposed here can be further customized to meet your needs and budget simply by increasing/decreasing the amount of professional learning and consultation provided or adding other services. View the **Overview of Services Guide** [here](#).

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your schools. We are confident that we can meet the challenges ahead, and stand ready to partner with you in delivering effective professional learning and consultation services. If you have questions on this proposal or wish to proceed with discussing a contract, contact **Lisa De Gregorio**, Executive Director of Engagement Services, at your convenience at office@hatchingresults.com or **(707) 497-4395**.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-54 with Felicia J. Lew, OD (DeGenna/Jefferson)

At the Board Meeting of August 4, 2021, the Board of Trustees approved Agreement #21-54 with Felicia J. Lew, OD, in the amount of \$5,400.00, to provide Independent Education Evaluator Services with the Special Education Department during the 2021-2022 academic year to complete evaluations and optometry support services.

Amendment # 1, in the amount of \$5,000.00, is needed to add additional services through the end of the fiscal year, for a new total agreement amount of \$10,400.00.

FISCAL IMPACT:

\$5,00.00 – 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 #21-54 with Felicia J. Lew, OD.

ADDITIONAL MATERIALS:

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

[Agreement #21-54, Felicia J. Lew, OD \(16 Pages\)](#)

**Amendment #1 to Agreement #21-54 with
Dr. Felicia J. Lew
June 1, 2022**

At the Board Meeting of August 4, 2021, the Board of Trustees approved Agreement #21-54 with Dr. Felicia J. Lew, in the amount of \$5,400.00, to provide Independent Education Evaluator Services with the Special Education Department during the 2021-2022 academic year to complete evaluations and optometry support services.

Amendment # 1, in the amount of \$5,00.00, is needed to add additional services through the end of the fiscal year, for a new total agreement amount of \$10,400.00.

Dr. Felicia J. Lew:

By: _____
Dr. Felicia J. Lew

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #21-54

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of August 2021 by and between the Oxnard School District (“District”) and Dr. Felicia J. Lew, OD (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 24, 2021 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 Five Thousand Four Hundred Dollars (\$5,400.00), per hourly fees as listed, 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".

J.J. (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.

J.J. (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.

J.J. (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.

J.L. (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 Edwards
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Dr. Felicia J. Lew, OD
 3160 Telegraph Rd., Suite #206
 Ventura, CA 93003
 Phone: (805) 765.4892
 Fax: (805) 222.7580
 Email: flewod@neurovisiontraining.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:

Lisa A. Franz
Signature

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

10-14-2021
Date

Tax Identification Number: 95-6002318

DR. FELICIA J. LEW, OD:

Felicia Lew
Signature

Felicia Lew, OD
Typed Name/Title

8/27/2021
Date

Tax Identification Number: 84-1835332

- Not Project Related
- Project #21-54

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SCHEDULE**

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

***PER ATTACHED PROPOSAL/RATE SCHEDULE**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #21-54

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

COMPENSATION

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

Total compensation shall not exceed Five Thousand Four Hundred Dollars (\$5,400.00), per hourly fees as listed, 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 \$5,400.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

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, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #21-54

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 #21-54

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-54

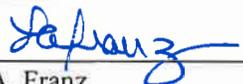
CONFLICT OF INTEREST CHECK

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, **DR. FELICIA J. LEW, OD**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 10-14-2021

By: 
Lisa A. Franz
Director, Purchasing

RATE SHEET FOR FELICIA J LEW, OD – DEVELOPMENTAL OPTOMETRIST

COMPREHENSIVE EYE EXAM: including pupil dilation/cycloplegia which may be required to determine if glasses are needed and to examine the eye structures. Comprehensive eye exam's can be completed at Dr. Lew's office for \$150. The office does not accept insurance.

Dr. Lew also does eye exams at Ventura Ophthalmology Medical Group (VOMG). This may be covered by the student's medical or vision insurance. Please call the VOMG office at (805)648-6891 to inquire regarding rates based on whether the student has insurance coverage the practice accepts.

ADDITIONAL MEDICAL OPHTHALMOLOGICAL TESTING: Some additional tests - which can be covered by medical insurance - may be required such as sensorimotor exam, visual field testing, visual evoked potentials and digital photographs. These medical procedures and tests require a medical diagnosis for insurance coverage.

EYEGLASSES: My practice does not sell eyeglasses. A prescription for glasses, if determined appropriate, will be furnished and the student can choose an optical to have glasses purchased and fabricated. Occasionally, I will change glasses prescriptions during the course of therapy as visual abilities improve.

VISUAL FUNCTION TESTING: includes measuring eye alignment, eye tracking, checking binocularity, Developmental Eye Movement Test, peripheral vision, and visual-vestibular testing. Fee: \$60 per 15 minutes. This testing typically takes 60-75 minutes. Includes written report.

DEVELOPMENTAL VISION TESTING: includes primitive reflex evaluation, visual perception tests, visual-auditory integration, Dyslexia Screener, directionality and Reversals Frequency Test. Fee: \$60 per 15 minutes. This testing portion typically takes 60-90 minutes. Includes written report.

SCHOOL/IEP MEETING ATTENDANCE: \$60 per 15-minute increments.

EQUIPMENT FEE: \$50 non-refundable for non-returnable vision therapy home aids.

EQUIPMENT RENTAL: \$150 will be refunded if rented equipment returns in good reusable condition.

VISION THERAPY: \$60 per 15 minutes, billed in 15 minute increments. Vision therapy sessions are typically 30-45 minutes.

PROGRESS CHECKS: can be partially billed to insurance, if applicable. \$60 per 15 minutes if paid in cash. Progress checks are usually performed after 10-12 visits and take 15-30 minutes.

All in-office testing and vision therapy is one-on-one, face-to-face with Dr. Lew. Telehealth visits are possible for some activities by request and fees are the same.

Please contact Dr. Lew at (805)765-4892 with any questions and/or concerns. Thank you.

Felicia Lew, OD, Optometric Corporation
3160 Telegraph Rd, Suite 206
Ventura, CA 93003
E-mail: FLEWOD@neurovisiontraining.com

05/15/2021



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 31, 2021

Oxnard School District
Oxnard School District
Oxnard School District
1051 S A ST
OXNARD CA 93030

Account Information:

Policy Holder Details :	Felicia J. Lew, OD, Optometric Corporation
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Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2021

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 TOLMAN & WIKER INS SERVICES LLC 72250231 PO BOX 1388 VENTURA CA 93002	CONTACT NAME: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">PHONE (805) 585-6100</td> <td style="border: none;">FAX (805) 585-6100</td> </tr> <tr> <td style="border: none;"><small>(A/C, No, Ext):</small></td> <td style="border: none;"><small>(A/C, No):</small></td> </tr> </table> E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC#</td> </tr> <tr> <td style="border: none;">INSURER A : Sentinel Insurance Company Ltd.</td> <td style="border: none; text-align: right;">11000</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	PHONE (805) 585-6100	FAX (805) 585-6100	<small>(A/C, No, Ext):</small>	<small>(A/C, No):</small>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
PHONE (805) 585-6100	FAX (805) 585-6100																		
<small>(A/C, No, Ext):</small>	<small>(A/C, No):</small>																		
INSURER(S) AFFORDING COVERAGE	NAIC#																		
INSURER A : Sentinel Insurance Company Ltd.	11000																		
INSURER B :																			
INSURER C :																			
INSURER D :																			
INSURER E :																			
INSURER F :																			
INSURED FELICIA J. LEW, OD, OPTOMETRIC CORPORATION 3160 TELEGRAPH RD STE 206 VENTURA CA 93003-3257																			

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability	X		72 SBA BC5407	06/06/2021	06/06/2022	EACH OCCURRENCE \$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000	
							MED EXP (Any one person) \$10,000	
							PERSONAL & ADV INJURY \$1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72 SBA BC5407	06/06/2021	06/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$							EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	DATA BREACH - DEFENSE & LIAB COVG				72 SBA BC5407	06/06/2021	06/06/2022	Limit \$100,000

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 is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER Oxnard School District Oxnard School District Oxnard School District 1051 S A ST OXNARD CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 10px;"> </div>
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-79, STAR of CA, ERA Ed (DeGenna/Jefferson)

At the Board meeting of August 4, 2021, the Board of Trustees ratified Agreement #21-79 with Star of Ca, ERA Ed, in the amount of \$800,000.00, to provide classroom support as consultant and 1 to 1 behavioral therapist for identified students.

Amendment #1, in the amount of \$745,000.00, is needed to add additional services through the end of the fiscal year, for a new total agreement amount of \$1,545,000.00.

FISCAL IMPACT:

Not to exceed \$745,000.00 – 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 Amendment #1 to Agreement #21-79 with STAR of CA, ERA Ed.

ADDITIONAL MATERIALS:

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

[Agreement #21-79, STAR of CA, ERA Ed \(10 Pages\)](#)

**Amendment #1 to Agreement #21-79 with
STAR of CA/ERA ED
June 1, 2022**

At the Board meeting of August 4, 2021, the Board of Trustees ratified Agreement #21-79 with Star of Ca, ERA Ed to provide classroom support as consultant and 1 to 1 behavioral therapist for identified students.

Amendment #1, in the amount of \$745,000.00, is needed to add additional services through the end of the fiscal year, for a new total agreement amount of \$1,545,000.00.

STAR of CA/ERA ED:

By: _____
Doug Moes, President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

AGREEMENT #21-79 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 4th day of August 2021, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA LLC (dba STAR of CA, and ERA Ed) located 4880 Market St, Ventura CA 93003, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Board of Trustees of the Oxnard School District to contract with professionally trained Consultant provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

July 1, 2021 and terminating June 30, 2022

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Danielle Jefferson
(Name)

Director of Special Education Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:

Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$1,460,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$55.46 per hour for 1 to 1 behavioral support to students, \$107.74 per hour for behavioral consultation and supervision services, \$345.00 for 2 hours workshops, and \$690.00 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits, and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an 'each' occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

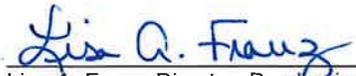
17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

OXNARD SCHOOL DISTRICT:



Lisa A. Franz, Director, Purchasing



Date

STAR of CA LLC (dba STAR of CA and ERA Ed), VENTURA CA



Dr. Doug Moes, President, CEO



Date

299 W Hillcrest Drive, Ste #110
Thousand Oaks, CA 91360
O (805) 379-1401
F (805) 379-1491
W www.eraed.com

Corporate Headquarters
4880 Market Street
Ventura, CA 93003
O (805) 644-7827
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W www.starofca.com

2021/2022
PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral and psychological services to support students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) Counseling and guidance services (CG)
- (4) Parent counseling and training (PCT)
- (5) Other psychological services aside from assessment and IEP development (PS)

ERA Ed.'s school-based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

Leveraging Technology - ERA Ed. has the capacity to offer consultation support and IEP driven services through a telehealth or distance learning modality that is HIPAA/FERPA compliant. ERA Ed. offers an array of service options for the use of video technology where it may improve the training needs of district staff or the individualized learning needs of students. Leveraging telehealth or distance learning may also help overcome barriers to helping students and their families get access to services and supports that may otherwise be challenging due to environmental or scheduling constraints. Our teams can help assess goodness-of-fit to ensure this modality would offer an educational or clinical benefit. All services eligible for telehealth (TH) services are denoted below.

ERA Ed. Service Delivery Options for VENTURA COUNTY SELPA

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach, ERA Ed. serves as an

integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity-building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students' emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility from such behavioral health services back to district personnel so that the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment. *Telehealth Options Available.*

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices. *Telehealth Options Available.*

Classroom Program Development – ERA Ed's consultation support in the classroom is designed to enhance school district personnel's ability to respond to the educational and behavioral needs of their students. Positive Behavioral Interventions are incorporated into the classroom with an emphasis placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. Trainings can include but are not excluded to: Positive Behavior Support in the Classroom; Establishing and Maintaining Social Skills Curriculum in the Classroom; Data

Collection – to Support Analysis of Progress toward IEP Goals; Implementing Discrete Trial Training (DTT) in the Classroom, and Pivotal Response Treatment (PRT) in the Classroom. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed at the district’s request for more general teacher or broader district training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model.
Telehealth Options Available.

Assessments (FBA/FAA) - ERA-Ed provides comprehensive Functional Behavioral Assessments (FBA, FAA) conducted in compliance with the requirements set forth from IDEA. The assessments take place across multiple observations and across settings as needed. Assessments include the development of (a) proposed goals associated with the student’s needs to inform programming (b) a positive behavior intervention plan (PBIP) that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, a safety plan if needed and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) – ERA-Ed provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student’s IEP.
Telehealth Options Available.

Supervision (BID) – This service includes a range of supervisory activities designed to support the implementation of the student’s behavioral program as specified in their IEP. As part of the supervision model, each ERA-Ed behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student’s school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs. *Telehealth Options Available.*

Psychological Services

Counseling and Guidance Services (CG) – ERA Ed. counseling and guidance services include counseling for both short- and long-term educational programs – individual/group counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group-based modalities to best meet the needs of students, and are delivered in our agency office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the unique needs of their child and provides them with information and strategies they can use to assist their child in reaching their short- and long-term educational program goals and objectives. These services are delivered in home and community settings as well as in our agency office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., Clinical Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists). *Telehealth Options Available.*

Assessments (Psychoeducational, Education-Related Mental Health Services).

ERA Ed. is able to conduct a wide range of psychological assessment services, including ERICS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Case Management/ Consultation (CNSLT-MH) – ERA ED. Mental Health Consultation involves performing collateral, indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, and ongoing consultation with internal and external treatment providers. *Telehealth Options Available.*

Wraparound Services (WRAP or Social Work Services). ERA Ed. implements a team approach for Wraparound Services, utilizing evidence-based treatments and interventions. Core elements of Wraparound Services are provided in stepwise order:

1. System stabilization (Assessment as necessary)
2. Parent Management Training (Parent Counseling and Training, Positive Behavior Supports)
3. Generalizing supports to the educational environment (Mental Health Consultation/Psychological Services)
4. Individual counseling (Counseling and Guidance Services)
5. Family counseling (Counseling and Guidance Services)

The Wraparound (WRAP) team utilizes a Mental Health Associate model for direct services (i.e., counseling, positive behavior support) delivered in the home/community setting (e.g., school) with additional consultation and in-office/tele-health (e.g., telephone, videoconferencing) psychotherapy with licensed providers. All WRAP teams are managed by a licensed psychologist. Behavioral technicians are also available to assist the WRAP team with System stabilization and Parent Management Training in the home and community setting (e.g., school).

The intensity of WRAP services will depend on student need and may vary across time. As such, a flat 12-hour/30-day intake and triage package is available for those IEP teams in need of specific WRAP treatment recommendations. Further, all WRAP services are modular; comprehensive WRAP programs are able to be individually tailored by service, and according to student and family need. *Telehealth Options Available.*

Other Provisions:

Last Minute Cancellation: Cancellations that occur within 1.5 hours of the scheduled start time or when a student no shows are occasions when ERA Ed. incurs labor costs for deploying our providers. ERA Ed. may bill a minimum of 15 minutes for last minute cancellations or no shows per session, not to exceed the length of the scheduled session unless otherwise specified.

Wait Time: Providers waiting for the student to arrive may represent non-billable time where ERA Ed. incurs labor costs for deployed providers. ERA Ed. may bill a minimum of 15 minutes per scheduled session for wait time, not to exceed the length of the scheduled session unless otherwise specified.

2021/2022 RATE TABLE

BEHAVIORAL SERVICES	SrvCode	Rate	Per
Consultation	CNSLT	\$107.74	/hr
Assessments (FBA/FAA)	EVAL	\$107.74	/hr
Direct Instruction	BII	\$55.46	/hr
Supervision	BID	\$107.74	/hr
Last-Minute Cancellation/No Show	LMC-ABA	\$55.46	/hr
BII Wait Time	BII Wait Time	\$55.46	/hr
Bus Aide BID (10% discount applied)	BUS AIDE-BID	\$96.97	/hr
Bus Aide BII (10% discount applied)	BUS AIDE-BII	\$49.91	/hr
PSYCHOLOGICAL SERVICES	SrvCode	Rate	Per
Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	\$85.33	/hr
Counseling & Guidance Services (CG) –Mental Health Associate	CIMHA	\$63.99	/hr
Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	\$85.33	/hr
Parent Counseling & Training (PCT) –Mental Health Associate (CG)	CFMHA	\$63.99	/hr
Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-ASMT	\$107.74	/hr
Psychological Services	PsychServ	\$107.74	/hr
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$85.33	/hr
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	\$63.99	/hr
Crisis Management	CRISIS INT-LMHP	\$85.33	/hr
Crisis Management	CRISIS INT-MHA	\$63.99	/hr
Critical Incident Debriefing & Counseling	CRISIS INT-MHA	\$63.99	/hr
Grief/Trauma Response Counseling	CNSLT-MH	\$63.99	/hr
Last-Minute Cancellation/No Show	LMC-MH	\$63.99	/hr
MH Wait time	MH WaitTime	\$63.99	/hr

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-206 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2021-2022 school year, to provide exceptional services to special education student #JM111710 that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

FISCAL IMPACT:

\$12,441.76 - 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 #21-206 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$12,441.76.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-206, Ventura County Office of Education \(1 Page\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective April 4, 2022, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JM111710

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 4/4/2022 (IEP date~4/1/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable) ESTIMATED COSTS:	CURRENT: <u>2021-2022</u> <u>4/4/2022-6/9/2022</u> (ESY: <u>6/13/2022-6/30/2022</u>) \$ <u>12,441.76</u>	+	UPCOMING: <u>2022-2023</u> \$ _____
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 12,441.76

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 01, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-207 with Michelle Reyes (Mitchell/Galvan)

Michelle Reyes, a California Department of Education State Certified School Bus Instructor, has provided training to the Oxnard School District Transportation Department staff, to maintain a valid California Special Certificate to operate a school bus and transport students to and from school, according to State and Federal regulations and standards. Additionally, she will audit and validate OSD School Bus Drivers and Transportation Drivers credentials and training records for the California Highway Patrol's annual terminal inspection.

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

FISCAL IMPACT:

Not to exceed \$5,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees ratify Agreement #21-207 with Michelle Reyes.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-207, Michelle Reyes \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-207

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 1st day of June 2022 by and between the Oxnard School District (“District”) and Michelle Reyes (“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 **February 1, 2022 through June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Five Thousand Dollars and No Cents (\$5,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Rita Galvan
Phone: (805) 385.1519
Fax: (805) 486.2494

To Consultant: Michelle Reyes
514 W. Laurel Street
Compton, CA 90220
Phone: (661) 902.9828
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.** RITA GALVAN shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

MICHELLE REYES:

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 #21-207

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-207

SERVICES

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

PER ATTACHED PROPOSAL

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

PER ATTACHED PROPOSAL

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #21-207

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-207

COMPENSATION

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

Total Compensation Not to Exceed \$5,000.00

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

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

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

IV. The total compensation for the Services shall not exceed \$5,000.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #21-207

~~**EXHIBIT C**~~
~~**TO AGREEMENT FOR CONSULTANT SERVICES #21-207**~~

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

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

Not Project Related

Project #21-207

~~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 #21-207

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-207

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Michelle Reyes

California Department of Education State Certified School Bus Instructor

EMS Safety Services Instructor

541 W. Laurel Street, Compton Ca. 90220

(661) 902-9828 / angelgirlemt@gmail.com

Proposal for California State Certified Training and Verification of Certificates for Oxnard School District School Bus Drivers and Transportation Drivers.

The term of this proposal is February 1, 2022 to June 30, 2023

The rate for the services mentioned in this proposal is \$50.00 per hour not to exceed \$5,000.00.

All training will be provided via Zoom. Audit and validation of the Certification/Credential Book will be performed off-premises from the Oxnard School District.

The following services will be provided to the Oxnard School District Transportation Department.

- Provide training according to State, Federal regulations and standards required to maintain a valid California Special Certificate for school bus driving. **Training requirements for renewal of California Special Driver Certificates are as follows: For school bus or school pupil activity bus drivers, a minimum of 10 hours of in-service instruction during each 12-month training period. A training period is defined as that period of time between birthdays for an applicant; a training period may be as short as one day in length, but may not exceed 12 months.**
- Validate all In-Service hours for School Bus Drivers and Transportation Drivers. Training must be verified and confirmed by a California State Certified School Bus Instructor. **In-service instruction (school bus, SPAB, transit bus, and farm labor vehicle). Credit may be given by a certified instructor of the appropriate class to an applicant for attending or participating in the following: (1) commercial driver license training; (2) first-aid courses; (3) transportation safety workshops or conferences; (4) transportation safety meetings; (5) emergency procedures training; (6) safety check rides or bus rodeos; (7) training for pre- and post-trip vehicle inspection; and (8) safety training directly related to passenger transportation safety.**
- Transfer data from Training Record T-02 to a California Department of Education Training Certificate T-01. Must be completed by California State Certified School Bus Instructor. **The California Department of Education's Training Certificate, Form T-01, is to be used as proof of having met the training requirements of Education Code sections 40080 through 40089 for drivers, delegated behind-the-wheel trainers, and state-certified bus driver instructors.**

- Provide an EMS First Aid Course and Certificate, School Bus Drivers and Transportation Drivers must hold a valid First Aid Certificate through the validation of the California Special Certificate.

ARTICLE 1. Persons Required to Be Licensed, Exemptions, and Age Limits [12500 - 12527]

(Article 1 enacted by Stats. 1959, Ch. 3.) 12522.

(a) Every person who operates a school bus or youth bus in the transportation of school pupils shall, in addition to any other requirement for a school bus or youth bus driver's certificate, qualify by an examination on first aid practices deemed necessary for school bus operators or youth bus operators. Standards for examination shall be determined by the Emergency Medical Services Authority after consultation with the State Department of Education, the Department of Motor Vehicles, and the Department of the California Highway Patrol. The local school authority employing the applicant shall provide a course of instruction concerning necessary first aid practices.

- Audit and validate Oxnard School District School Bus Driver and Transportation Drivers Credentials and Training Records for California Highway Patrol Annual Terminal Inspection. California Highway Patrol Inspection is **to determine if motor carriers are complying with Motor Carrier Safety regulations**, particularly with regard to the legal requirement to maintain commercial motor vehicles according to a scheduled maintenance (preventive maintenance) program.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 01, 2022

Agenda Section: Section D: Action Items

Consideration and Approval of Resolution #21-37 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregate Principal Amount of Not to Exceed \$10,650,000 to Refinance Certain Maturities of Outstanding General Obligation Bonds and Refunding Bonds, and Approving All Related Documents and Actions (Mitchell/CFW)

The District has outstanding general obligation bonds (the “Prior Bonds”) which financed voter-approved facilities improvements, including Election of 2016 Series A and 2012 Refunding Bonds, which refinanced bonds issued pursuant to Measure L of 1997. The Prior Bonds may be refunded for interest cost savings when conditions in the bond market present a refinancing opportunity. At this time, the District has been presented with a Term Sheet by First Foundation Bank, offering to purchase 2022 Refunding General Obligation Bonds secured by tax levies in the boundaries of the District, the proceeds of which will refinance for interest cost savings certain maturities of the Prior Bonds, which savings will be passed to District property taxpayers with reduced property tax rates. The Term Sheet proposes all current interest bonds issued at a tax-exempt rate of 2.750% per annum. The Bank has represented that it intends to hold the 2022 Refunding Bonds for its own account and not for transfer. The Resolution authorizes District staff to complete all related bond documentation to facilitate the refinancing plan described herein, with the assistance of its financing team: CFW Advisory Services LLC, as financial advisor, Raymond James & Associates as placement agent, and Jones Hall as Bond Counsel. Certain financial estimates regarding the Bonds are set forth in the final page of the resolution pursuant to SB 450.

FISCAL IMPACT:

None to General Fund. GO Bonds are repaid by voter-approved property tax collections. Proceeds will provide funding for voter-approved projects. Issuance costs will be paid from the proceeds of the bonds.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Resolution #21-37 authorizing issuance of 2022 Refunding General Obligation Bonds in the Principal Amount of Not to Exceed \$10,650,000.

ADDITIONAL MATERIALS:

- Attached:** [Resolution #21-37 \(7 pages\)](#)
- [Paying Agent Agreement \(27 pages\)](#)
- [Bond Purchase Agreement \(18 pages\)](#)
- [Escrow Agreement \(12 pages\)](#)

Term Sheet of First Foundation (1 page)

Presentation Potential 2022 GO Refunding Overview (7 pages)

**OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

RESOLUTION NO. 21-37

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF 2022
REFUNDING GENERAL OBLIGATION BONDS IN THE AGGREGATE
PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,650,000 TO REFINANCE
CERTAIN MATURITIES OF OUTSTANDING GENERAL OBLIGATION BONDS
AND REFUNDING BONDS, AND APPROVING ALL RELATED DOCUMENTS
AND ACTIONS**

WHEREAS, pursuant to the approval of the requisite number of voters of Oxnard School District (the “District”) of Ventura County (the “County”), State of California (the “State”), voting on bond measures presented to District voters, the District has issued the following series of general obligation bonds to finance and refinance voter approved facilities improvements (together, the “Prior Bonds”):

- Oxnard School District (County of Ventura, California), General Obligation Bonds, Election of 2012, Series A, issued on December 27, 2012 in the principal amount of \$18,390,000, pursuant to the authority of Measure R presented to voters at the election on November 6, 2012; and
- Oxnard School District (County of Ventura, California), 2012 Refunding General Obligation Bonds, issued on July 2, 2012 in the principal amount of \$12,240,000, for the purpose of refinancing on a current basis certain maturities of bonds issued pursuant to the authority of Measure L presented to voters at the election on June 3, 1997; and

WHEREAS, the documents governing the issuance of the Prior Bonds include an optional redemption provision which permits the District to refinance for interest cost savings, at its option, some or all maturities of the Prior Bonds prior to maturity, commencing on August 1, 2022 (the “Redemption Date”); and

WHEREAS, the District, working with CFW Advisory Services, LLC, as municipal advisor (the “Municipal Advisor”) and Raymond James & Associates, Inc., as placement agent (the “Placement Agent”), has been presented with a Term Sheet, dated (the “Term Sheet”), from the public finance division of First Foundation Bank (including any subdivision or affiliate thereof, “First Foundation”), setting forth terms for the direct purchase by First Foundation of bonds designated the “Oxnard School District (County of Ventura, California), 2022 Refunding General Obligation Bonds” (the “Bonds”), the proceeds of which will be applied to refinance for interest cost savings certain maturities of the Prior Bonds on a current basis, based on the terms and conditions more particularly identified in the Term Sheet on file with the Superintendent; and

WHEREAS, the District is authorized to provide for the issuance and sale of the Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the State Government Code, commencing with Sections 53550 and 53580 of said Code (the “Bond Law”); and

WHEREAS, attached hereto as Appendix A is information relating to the Bonds that has been obtained by the Board and is hereby disclosed and made public in accordance with Government Code Section 5852.1; and

WHEREAS, issuance of the Bonds will be in accordance with California School Boards Association Board Policy 3470 (Debt Issuance and Management); and

WHEREAS, the Board of Trustees (the Board”) desires on this date to authorize the issuance of the Bonds for the purpose of achieving interest cost savings as described herein that can be passed on to property taxpayers in the District, to accept the Term Sheet of First Foundation and to authorize the completion and execution of all documents, certifications and forms relating thereto; and

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Authorization of Issuance of Bonds. The Board hereby authorizes the issuance of the Bonds in the aggregate principal amount not to exceed \$10,650,000, in one or more series, under and subject to the terms of the Bond Law, for the purpose of providing funds to refinance certain maturities of the outstanding Prior Bonds in order to achieve interest cost savings that can be passed on to property taxpayers of the District, and to pay costs of issuance. This Resolution constitutes a continuing agreement between the District and the owners of all of the Bonds issued hereunder and then outstanding to secure the full and final payment of principal thereof and interest on all Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the “Oxnard School District (Ventura County, California) 2022 Refunding General Obligation Bonds,” together with any further designations relating to series or tax status or other variable as may be advisable to identify said Bonds.

In accordance with Section 53552 of the Bond Law, the Board has determined and hereby confirms that the prudent management of the fiscal affairs of the District requires that it issue the Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Bonds to a vote of the qualified electors of the District. In addition, pursuant to Section 53587 of the Bond Law, the Board hereby determines that capitalized interest on the Bonds (if any) shall be reasonably required.

The Bonds are authorized to be issued on a tax-exempt basis; however, if legal considerations require that a portion or all of the Bonds are issued on a federally taxable basis to ensure compliance with all applicable legal requirements, this Resolution provides such authority provided that the savings objectives described in Section 4 are achieved.

Section 3. Authority to Execute and Deliver Documentation. The Bonds shall be issued in accordance with all requirements of the Bond Law, applicable federal tax law, and in accordance with the material terms identified in Section 4 hereof. In connection therewith, the Board hereby approves the following financing documents in substantially the respective forms on file with the Superintendent, together with any changes therein or additions thereto approved by the President of the Board, the Superintendent, Assistant Superintendent, Business and Fiscal Services, including officials serving on an interim

basis (each, an “Authorized Officer”), provided that the execution thereof by an Authorized Officer shall be conclusive evidence of such approval:

- Paying Agent Agreement (the “Paying Agent Agreement”), between the District and U.S. Bank Trust Company, National Association, which is hereby designated as the initial paying agent for the Bonds (the “Paying Agent”), specifying the detailed terms of the Bonds,
- Bond Purchase Agreement between the District and First Foundation specifying the details of the terms of the sale, and
- Escrow Agreement (the “Escrow Agreement”) by and between the District and U.S. Bank Trust Company, National Association, serving in the capacity as escrow agent (the “Escrow Agent”), setting forth the terms and conditions relating to the payment and redemption of certain maturities of the Prior Bonds (the “Refunded Bonds”).

Section 4. Material Terms of Bonds. The Bonds shall only be issued if the following terms are confirmed by the District’s Municipal Advisor: (a) in accordance with the Bond Law, in particular Section 53552 thereof, the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds is less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds, (b) the final maturity date of the Bonds shall not extend beyond the final maturity date of the Prior Bonds to be refunded, and (c) the Bonds shall be issued only as current interest bonds which may be in the form of serial bonds, term bonds, or any combination thereof bearing a fixed rate of interest.

Section 5. Sale of Bonds. The Bonds shall be sold on a private placement basis, pursuant to the Bond Purchase Agreement approved in Section 3. Acceptance and execution of the Term Sheet by the Superintendent is hereby confirmed and ratified by the Board.

Section 6. Execution of Bonds. The Bonds shall be signed by the manual or facsimile signature of the President or Vice President of the Board and shall be attested by the manual or facsimile signature of the Clerk or Secretary of the Board.

Section 7. Security for the Bonds; Pledge of Taxes. The Bonds are general obligations of the District, and the Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District subject to taxation without limitation of rate or amount, for the payment of the principal of and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code. The District hereby requests the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* property tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be paid to the County Treasurer for deposit by the Ventura County Office of Education (the “County Office”) or other appropriate County official in the Debt Service Fund established for the Bonds pursuant to Section 8 below. The District acknowledges that the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Bonds. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Bonds and

amounts on deposit in the Debt Service Fund (defined below) to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The principal of and interest on the Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

The District shall transmit a copy of this Resolution and the Paying Agent Agreement, together with the debt service schedule for the Bonds, to the office of the County Auditor-Controller and County Treasurer in sufficient time to permit the County to establish tax rates for the Bonds.

Section 8. Establishment of Debt Service Fund; Disbursements. The County Office or other appropriate County official is hereby requested to establish a debt service fund for the Bonds to be designated the "Oxnard School District 2022 Refunding General Obligation Bonds Debt Service Fund" ("Debt Service Fund") which shall be held as a separate account, distinct from all other funds of the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Bonds shall be deposited in the Debt Service Fund promptly upon apportionment of said levy. The County Office shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds when due and payable, to the Paying Agent which, in turn, shall apply such funds to the payment of the principal of and interest on the Bonds to the registered owner thereof. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Bonds elsewhere than at the office of the County. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Bonds and identified to the County by the District upon the issuance of any series of the Bonds.

Section 9. Investment of Funds. All moneys held in any of funds or accounts established with the County or the County Office hereunder shall be invested in Authorized Investments (defined below) in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer and other officials of the County and the County Office have no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds. "Authorized Investments" as used herein means the Investment Pool of the County of Ventura, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County

Treasurer and the County Office shall have no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to any series of the Bonds.

Section 10. Financing Professionals. In connection with the issuance of the Bonds, CFW Advisory Services, LLC shall serve as the District's municipal advisor, Raymond James & Associates, Inc. shall serve as the District's placement agent, and Jones Hall, A Professional Law Corporation, shall serve as the District's bond counsel. Such engagements are hereby confirmed pursuant to existing engagements agreements or letters.

Section 11. Official Actions. The President of the Board, the Vice President of the Board, the Superintendent, the Assistant Superintendent, Business and Fiscal Services, the Clerk and Secretary of the Board (including officials serving in an interim capacity), and the written designees of such officials, are each authorized and directed in the name and on behalf of the District to make, execute and deliver all notices, documents, directions and instructions and other necessary documentation which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by this Resolution, including a placement agent agreement providing for the services of the Placement Agent. In addition, the Superintendent is authorized to make modifications to the terms hereof to accomplish the financing described herein and presented to the Board, and said modifications shall be reflected in the Bond Purchase Agreement and in the Bonds, the terms of which shall be controlling. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 12. Effective Date. This Resolution shall take effect immediately upon its passage.

I hereby certify that the foregoing Resolution was passed and adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof duly held on June 1, 2022.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board

Clerk of the Board

APPENDIX A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1*

1. True Interest Cost of the Bonds (Estimated): 2.880%
2. Finance charge of the Bonds, being the sum of all fees and charges paid to third parties (Estimated): \$150,000
3. Proceeds of the Bonds expected to be received by the District for deposit to the Escrow Fund, net of financing costs (Estimated): \$10,476,432
4. Total Payment Amount for the Bonds, being the sum of all debt service to be paid on the Bonds to final maturity (Estimated): \$14,630,169

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution with respect to the Bonds. Assumes a principal amount of Bonds of \$10,630,000 and a final maturity date of August 1, 2043.*

PAYING AGENT AGREEMENT

**Relating to the Issuance of
\$ _____
Oxnard School District
(Ventura County, California)
2022 Refunding General Obligation Bonds**

This PAYING AGENT AGREEMENT (this “Agreement”), dated as of July 1, 2022 is between OXNARD SCHOOL DISTRICT, a school district (the “District”) of Ventura County (the “County”) organized and existing under the laws of the State of California (the “State”) and U.S. Bank Trust Company, National Association, as agent for the County, the paying agent for the bonds described herein (the “Paying Agent”).

BACKGROUND:

1. Pursuant to the approval of the requisite number of voters of Oxnard School District (the “District”) of Ventura County (the “County”), State of California (the “State”), voting on bond measures presented to District voters, the District has issued the following series of general obligation bonds to finance and refinance voter approved facilities improvements (together, the “Prior Bonds”):

- Oxnard School District (County of Ventura, California), General Obligation Bonds, Election of 2012, Series A, issued on December 27, 2012 in the principal amount of \$18,390,000, pursuant to the authority of Measure R presented to voters at the election on November 6, 2012; and
- Oxnard School District (County of Ventura, California), 2012 Refunding General Obligation Bonds, issued on July 2, 2012 in the principal amount of \$12,240,000, for the purpose of refinancing on a current basis certain maturities of bonds issued pursuant to the authority of Measure L presented to voters at the election on June 3, 1997.

2. The documents governing the issuance of the Prior Bonds include an optional redemption provision which permits the District to refinance for interest cost savings, at its option, some or all maturities of the Prior Bonds prior to maturity, commencing on August 1, 2022 (the “Redemption Date”).

3. The District has determined by resolution adopted on May 18, 2022 (the “Authorizing Resolution”) to cause the issuance and sale of a series of bonds, to be designated as “Oxnard School District 2022 Refunding General Obligation Bonds” (the “Refunding Bonds” or the “Bonds”), the proceeds of which will be applied to refinance for interest cost savings certain maturities of the Prior Bonds, pursuant to the authority contained in the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the State Government Code, commencing with Sections 53550 and 53580 of said Code (the “Bond Law”).

4. The Bonds have been sold on a private placement basis to First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First

Foundation Bank (including any sub-division or affiliate thereof, "First Foundation"), and have been issued as tax-exempt, current interest refunding bonds.

5. Raymond James & Associates, Inc. serves the District as placement agent for the Bonds (the "Placement Agent"), and identified First Foundation as the original purchaser of the Bonds (First Foundation also referred to herein as the "Original Purchaser").

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Paying Agent formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Agreement, have the meanings given them below, unless the context clearly requires some other meaning.

"Agreement" means this Paying Agent Agreement, as originally entered into and including all amendments hereto and supplements hereof which are duly executed and delivered from time to time in accordance herewith.

"Authorizing Resolution" means the resolution adopted by the Board on May 18, 2022, authorizing the issuance of the Bonds, which is incorporated herein by reference.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the State Government Code, commencing with Sections 53550 and 53580 of said Code.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Bank, under which the Original Purchaser agrees to purchase the Refunding Bonds and pay the purchase price therefor.

"Bonds" means the Oxnard School District (Ventura County, California) 2022 Refunding General Obligation Bonds.

“Business Day” means a day of the year, other than a Saturday or Sunday, on which banks are not closed in the city in which the Principal Office of the Paying Agent is located.

“Closing Date” means _____, 2022, being the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to the costs of preparation and reproduction of documents, filing fees, initial fees and charges of the Paying Agent and its counsel’s, legal fees and charges, financial advisor fees and placement agency fees, fees of other consultants and professionals including verification and escrow agent, counsel to the Original Purchaser, and any other cost, charge or fee in connection with the original issuance and sale of the Bonds.

“County” means the County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Office” means the Ventura County Office of Education.

“County Treasurer” means the Treasurer-Tax Collector of Ventura County, or any authorized deputy thereof.

“Debt Service Fund” means the fund established and held by the Ventura County Treasurer under Authorizing Resolution.

“Determination of Taxability” means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on the Bonds is includable in the gross income of the Owner, although no such decree or action shall be considered final for the purposes of this definition unless the District has been given written notice thereof and, if it is so desired by the District and is legally permissible, the District has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

“District” means the Oxnard School District, a school district organized under the Constitution and laws of the State of California, and any successor.

“District Representative” means the President of the Board, the Superintendent, Assistant Superintendent, Business and Fiscal Services, or any other person authorized by resolution of the Board to act on behalf of the District with respect to this Agreement and the Bonds.

“Education Code” means the Education Code of the State of California as in effect on the date of adoption hereof and as amended thereafter.

“Escrow Agent” means U.S. Bank Trust Company, National Association, in its capacity as escrow agent under the Escrow Agreement, and as paying agent for the Prior Bonds.

“Escrow Agreement” means the document governing the deposit of Refunding Bond proceeds into an escrow fund to provide for the payment and redemption of certain maturities of the Prior Bonds.

“Federal Securities” means (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Fiscal Year” means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve-month period selected and designated by the District as its official fiscal year period pursuant to written notice filed with the Paying Agent and the Owner.

“Institutional Accredited Investor” means an “accredited investor” as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

“Interest Payment Date” means August 1, 2022, and the first day of each succeeding February and August until final maturity of the Bonds.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder, initially being in Dallas, Texas. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County Treasurer and the District.

“Original Purchaser” means First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank, its successor and assigns, as original purchaser of the Bonds on the Closing Date.

“Outstanding,” when used as of any particular time with reference to Bonds, means all Bonds except (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation, (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02 and (c) Bonds in lieu of or in substitution for which other Bonds have been authorized, executed, issued and delivered by the District under this Agreement.

“Owner”, whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books. The initial Owner shall be the Original Purchaser.

“Paying Agent” means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Placement Agent” means Raymond James & Associates, Inc., serving as the placement agent for the Bonds.

“Principal Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder, as such office or offices are identified in a written notice filed with the District by the Paying Agent.

“Prior Bonds” means the following bonds, which have a first optional redemption date of August 1, 2022:

- Oxnard School District (County of Ventura, California), General Obligation Bonds, Election of 2012, Series A, issued on December 27, 2012 in the principal amount of \$18,390,000, pursuant to the authority of Measure R presented to voters at the election on November 6, 2012; and
- Oxnard School District (County of Ventura, California), 2012 Refunding General Obligation Bonds, issued on July 2, 2012 in the principal amount of \$12,240,000, for the purpose of refinancing on a current basis certain maturities of bonds issued pursuant to the authority of Measure L presented to voters at the election on June 3, 1997.

“Qualified Institutional Buyer” means a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act.

“Record Date” means the 15th calendar day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

“Refunded Bonds” means those maturities of the Prior Bonds refunded with the net proceeds of the Bonds, as more particularly identified in the Escrow Agreement.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and transfer of the Bonds under Section 2.08.

“Securities Act” means the Securities Act of 1933, as amended, and the rules, regulations and published interpretations of the Securities and Exchange Commission promulgated thereunder from time to time.

“Refunding Bonds” or “Bonds” means the Oxnard School District (Ventura County, California) 2022 Refunding General Obligation Bonds, at any time Outstanding under this Agreement.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Taxable Rate” means 3.820% per annum based on a 30-day month and a 360-day year for calculating interest, which applies only in the event of a Determination of Taxability.

“Tax-Exempt Rate” means 2.750% per annum based on a 30-day month and a 360-day year for calculating interest.

“Term Bonds” means the Bonds maturing on August 1, 20___ which are subject to mandatory sinking fund redemption on August 1 of each year in the sinking fund payments amounts and on the dates set forth herein, without premium. The Bonds are issued as a single Term Bond.

“Written Request of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized to act on behalf of the District under a written certificate of a District Representative.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Agreement; Findings.* This Agreement is entered into under the provisions of the Bond Law. The Board has certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California.

ARTICLE II

TERMS OF BONDS

SECTION 2.01. *Authorization.* The Board has authorized the issuance of the Bonds under the Authorizing Resolution for the purpose of raising money to refinance for savings certain maturities of the Prior Bonds more particularly identified in the Escrow Agreement and to pay Costs of Issuance. The Bonds shall be issued in the aggregate principal amount of \$_____ under the provisions of the Bond Law, the Authorizing Resolution and this Agreement. The Authorizing Resolution and this Agreement constitute a continuing agreement between the District and the Owners of all of the Outstanding Bonds to secure the full and final payment of principal of and interest on the Bonds, subject to the covenants, agreements, provisions and conditions therein and herein contained. The Bonds are designated the "Oxnard School District (Ventura County, California) 2022 Refunding General Obligation Bonds". Additional designations may be added by a District Representative.

SECTION 2.02. *Terms of Bonds.*

(a) Form; Numbering. The Bonds shall be issued as a single, fully registered Bond, in the original denomination of \$_____, without coupons. Bonds shall be lettered and numbered as the Paying Agent may prescribe. Subsequent transfers are permitted in whole (not in part) as described in Section 2.06, and in the event of such transfer, the Bonds shall be transferred in the denomination of the outstanding principal amount thereof as of the date of transfer, which takes into account any scheduled principal amortization thereof since the Closing Date.

(b) Date of Bonds. The Bonds shall be dated as of the Closing Date.

(c) Maturities: Interest. The Bonds shall be issued as one single Term Bond which matures on August 1, 20____ and bears interest (calculated on the basis of a 360-day comprised of twelve 30-day months) at the Tax-Exempt Rate (2.750% per annum).

If there is a Determination of Taxability, the interest rate on the Bonds shall be adjusted to the Taxable Rate, retroactive to the date interest is determined to become includable in the gross income of the Owner. The District covenants to provide a revised debt service schedule to the County under such circumstances.

Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated on or before the first Record Date, in which event it will bear interest from the dated date of the Bonds; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) Payment. Interest on the Bonds (including the final interest payment upon maturity) and payments of principal upon the mandatory sinking fund redemption thereof is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's

address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner, which written request is on file with the Paying Agent as of any Record Date, such payment shall be paid by wire transfer to an account within the United States as shall be specified in such written request. Principal of the Bonds upon the final maturity thereof is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Original Purchaser, (i) the Paying Agent shall pay principal of and interest on the Bonds when due by check or wire transfer in immediately available funds to the Original Purchaser in accordance with such instructions as shall be filed by the Original Purchaser with the Paying Agent from time to time (see the following paragraph), (ii) payments of principal on the Bonds shall be made without the requirement for presentation and surrender of the Bonds by the Original Purchaser, and (iii) the Paying Agent shall not be required to give notice to the Original Purchaser of the redemption of Bonds under Section 2.03(b).

The initial payment instructions of the Original Purchaser for the semi-annual payment of principal and interest including payments upon mandatory sinking fund redemption are set forth on Appendix C hereto. The Paying Agent can rely on said payment instructions until provided with written notice of a change thereto by the Original Purchaser.

SECTION 2.03. Redemption.

(a) *Optional Redemption.* The Bonds are subject to optional redemption, in whole, on any Interest Payment Date, at the price of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, plus a premium, as set forth in the following table:

Optional Redemption Dates	Prepayment Premium
February 1, 2023 through August 1, 2024	3.0%
February 1, 2025 through August 1, 2026	2.0
February 1, 2027 through August 1, 2028	1.0
February 1, 2029 and thereafter	0.0

(b) *Mandatory Sinking Fund Redemption.* The Bonds are issued as a single Term Bond maturing on August 1, 20__ which is subject to mandatory sinking fund redemption on the dates and in the amounts as set forth in the following table:

Sinking Fund Redemption Date	Sinking Fund Redemption Amount	Sinking Fund Redemption Date	Sinking Fund Redemption Amount

(c) *Redemption Procedure.* The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Owner of the Bonds designated for redemption, at its address appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission. Such notice shall state the redemption date and the redemption price, and shall require that such Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Bonds so called for redemption have been duly provided, the Bonds called for redemption will cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Bonds redeemed under this section and will furnish a certificate of cancellation to the District.

SECTION 2.04. *Form of Bonds.* The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, as set forth in Appendix A.

SECTION 2.05. *Execution of Bonds.* The Bonds shall be signed by the manual or facsimile signature of the President or Vice President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Agreement unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent.

Only those Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

SECTION 2.06. *Transfer of Bonds.*

(a) Limitations on Transferability.

(i) Ownership of Bonds may be transferred in whole (not in part), as follows:

- (1) only to a person that is a Qualified Institutional Buyer or Institutional Accredited Investor that is purchasing such Bonds for not more than one account and not with a view to distributing such Bonds,

- (2) only in denominations authorized in Section 2.02(a) of this agreement, and
- (3) only to a purchaser which has signed and filed with the District and the Paying Agent a Purchaser Representation Letter in the substantially the form attached hereto as Appendix B.

(ii) No Owner of Bonds shall transfer such Bonds to any person that such Owner does not reasonably believe is a Qualified Institutional Buyer or Institutional Accredited Investor that is purchasing such Bonds for not more than one account and not with a view to distributing such Bonds. The transferor of ownership of Bonds agrees to provide notice to any proposed transferee of such Bonds of the restrictions on transfer described herein.

(iii) Each person to whom ownership of Bonds is transferred pursuant hereto shall be deemed by the acceptance of such ownership to have agreed to be bound by the provisions of this Section.

(iv) The Bonds shall bear a legend describing or referencing the restrictions on transferability set forth in paragraph (i) of this subsection.

(b) Transfer Upon Registration Books; New Bonds. Subject to the requirements of subsection (a), any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District and the Paying Agent may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds is surrendered for transfer, the District will execute and the Paying Agent will authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

(c) Additional Information. The District will furnish, upon request, to the Original Purchaser and to prospective purchasers of the Bonds information with respect to the Bonds satisfying the requirements of Rule 144A(d)(4) under the Securities Act. The District may charge a reasonable sum for copying, mailing and handling.

SECTION 2.07. *Exchange of Bonds.* Subject to the transferability restrictions of Section 2.06, Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of the same maturity. The District and the Paying Agent may charge a reasonable sum for each new Bonds issued upon any exchange (except in the case of any exchange of temporary Bonds for definitive Bonds).

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Paying Agent shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Paying Agent in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Paying

Agent of evidence satisfactory to the Paying Agent that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Paying Agent of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Paying Agent. All Bonds so surrendered to the Paying Agent shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Paying Agent with a bond of indemnity as set forth above.

SECTION 2.08. *Registration Books.* The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which will at all times be open to inspection by the District upon reasonable notice. Upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer the ownership of the Bonds on the Registration Books.

ARTICLE III

SALE OF BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Issuance of Bonds.* Upon the execution and delivery of this Agreement, the District shall execute and deliver the Bonds in the aggregate principal amount of \$_____ to the Paying Agent and the Paying Agent shall authenticate and deliver the Bonds to the Original Purchaser upon receipt of a Written Request of the District therefor.

SECTION 3.02. *Deposit and Application of Proceeds.* On the Closing Date, the proceeds of sale of the Bonds in the amount of \$_____ shall be paid by the Original Purchaser as follows:

- (a) the amount of \$_____ shall be transferred to the Escrow Agent for deposit in the Escrow Fund, to be applied for the purposes set forth in the Escrow Agreement.
- (b) the amount of \$_____ shall be paid by the Original Purchaser to the Paying Agent, acting as custodian, to be applied to pay Costs of Issuance in accordance with Section 3.03 hereof.

SECTION 3.03. *Costs of Issuance Account.* The Paying Agent shall establish a separate account known as the Costs of Issuance Account. There shall be deposited into the Costs of Issuance Account the amount specified in Section 3.02(b). The moneys in the Cost of Issuance Account shall be held uninvested and used solely for the purpose of the payment of Costs of Issuance upon receipt by the Paying Agent of invoices approved by the District, on or after the Closing Date. Any funds remaining in the Costs of Issuance Account on the date which is three months after the Closing Date, shall be transferred by the Paying Agent to the County Treasurer, for deposit to the Debt Service Fund, and the Costs of Issuance Account shall be closed. Prior to such transfer, the Paying Agent will confirm with the District and its financial advisor that the Costs of Issuance Account shall be closed.

ARTICLE IV

SECURITY FOR THE BONDS; PAYMENT OF DEBT SERVICE

SECTION 4.01. *Security for the Bonds.*

(a) The Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Bonds and the interest thereon. The District has directed the County in the Authorizing Resolution to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, including the principal of any Bonds upon the mandatory sinking fund redemption thereof, which moneys when collected will be paid to the County and placed in the Debt Service Fund.

(b) The principal of and interest on the Bonds does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions (other than the District) nor any of the officers, agents or employees thereof are liable for the Bonds. In no event are the principal of and interest on Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The District acknowledges that the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Bonds.

(c) The District shall transmit a copy of this Agreement, together with the debt service schedule for the Bonds, to the office of the County Auditor-Controller and County Treasurer in sufficient time to permit the County to establish tax rates for the Bonds. In the event that the debt service schedule is revised, the District shall cause to be transmitted to the County Auditor-Controller and County Treasurer in sufficient time for the next property tax levy a revised debt service schedule.

SECTION 4.02. *Establishment of Debt Service Fund.* Pursuant to the Authorizing Resolution, the District has requested that the County Office to establish, hold and maintain a fund to be known as the "Oxnard School District 2022 Refunding General Obligation Bonds Debt Service Fund", as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Bonds shall be deposited in the Debt Service Fund promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements from Debt Service Fund.* As provided in the Authorizing Resolution, the County Office shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on any series of Bonds when due and payable, to the Paying Agent which, in turn, shall apply such funds to the payment of the principal of and interest on said series of Bonds to the registered

owner thereof. Any moneys remaining in the Debt Service Fund after any of the Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying any series of the Bonds elsewhere than at the office of the County. The District has authorized the application of amounts in the Debt Service Fund to reimburse the County for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for any series of Bonds.

SECTION 4.04. *Pledge of Taxes.* The District has acknowledged in the Authorizing Resolution that the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Bonds. The District has pledged and hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Bonds including the Bonds and amounts on deposit in the Debt Service Fund to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The principal of and interest on the Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County under the Authorizing Resolution will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under the Authorizing Resolution, or otherwise containing proceeds of the Bonds issued on a federally tax-exempt basis, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code

or (ii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

FINANCIAL COVENANTS; TAX COVENANTS

SECTION 5.01. *Punctual Payment.* The District will punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and of the Bonds. In no event is the District obligated to pay principal of and interest on the Bonds out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing herein prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Levy for Payment of Bonds.* The District shall take all steps required by law and by the County to ensure that the Board of Supervisors of the County shall annually levy a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds as and when the same becomes due.

SECTION 5.03. *Books and Accounts.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries shall be made of all transactions relating to the expenditure of the proceeds of the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent (who shall have no duty to inspect) and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.04. *Protection of Security and Rights of Bond Owners.* The District will preserve and protect the security of the Bonds and the rights of the Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

SECTION 5.05. *Tax Covenants.*

(a) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the applicable series of bonds from the gross income of the owners of said bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(b) Private Activity Bond Limitation. The District shall assure that the proceeds of the applicable series of bonds are not so used as to cause said bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the applicable series of bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the applicable series of bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the applicable original delivery date would have caused said applicable series of bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the applicable series of bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, but only if and to the extent such Section 148(f) is applicable to said bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the applicable series of bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District deems appropriate.

SECTION 5.06. *Financial Statements; Additional Annual Reporting*. Unless electronically available on a public website including the Electronic Municipal Market Access domain of the Municipal Securities Rulemaking Board, the District shall cause to be prepared and provided to the Original Purchaser complete audited financial statements for the District on an annual basis during the term of the Bonds. A copy of such statements shall be provided or otherwise available on or before March 31 of each year while the Bonds are outstanding, commencing by March 31, 2023. In addition, information for the most recently completed fiscal year for (i) the District’s total assessed valuation, (ii) top twenty secured property taxpayers and (iii) secured tax charges and delinquencies but only if the District is not participating in the County “Teeter Plan”, shall also be provided by March 31 of each year commencing March 31, 2023, but only if such information is not otherwise available on the Municipal Securities Rulemaking Board’s platform known as the Electronic Municipal Market Access with respect to other outstanding debt of the District by March 31 of each year while the Bonds are outstanding.

SECTION 5.07. *Notices Required Under Certain Circumstances*. The District shall provide the Original Purchaser with written notice of any of the following events: (a) the occurrence of a default under any of the documents executed in connection with a debt obligation of the District; or (b) the commencement of litigation in which the District is a named defendant or other governmental proceeding the result of which may have a

material adverse effect on the District's finances. Such notice shall be provided within 60 days of the date that the District becomes aware of such action or proceeding.

SECTION 5.08. *Sovereign Immunity.* To the extent the District has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the District hereby waives, but only to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement.

SECTION 5.09. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

SECTION 5.10. *Records Retention.* The District will retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least three years after the Bonds mature .

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank Trust Company, National Association is hereby appointed to act as Paying Agent for the Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Agreement against the Paying Agent.

The District may remove the Paying Agent initially appointed, with prior written consent of the Original Purchaser (such consent not to be unreasonably withheld) and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing within 30 days. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Agreement. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Agreement.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of the Paying Agent, in the absence of the gross negligence of the Paying Agent.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.03. *Notice to Agents.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Agreement the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Agreement upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.04. *Actions Upon Instructions.* The Paying Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the District shall provide to the Paying Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Paying Agent Instructions using Electronic Means and the Paying Agent in its discretion elects to act upon such Instructions, the Paying Agent's understanding of such Instructions shall be deemed controlling. The District

understands and agrees that the Paying Agent cannot determine the identity of the actual sender of such Instructions and that the Paying Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Paying Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Paying Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Paying Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Paying Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Paying Agent, or another method or system specified by the Paying Agent as available for use in connection with its services hereunder.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Agreement, as set forth in the Paying Agent's current fee schedule then in effect for services as Paying Agent/Bond Registrar for municipalities. In addition, the District also agrees to reimburse the Paying Agent, upon its request, for all reasonable out of pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses and disbursements of its agents and attorneys incurred or made by the Paying Agent in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder. The District shall indemnify the Paying Agent, its officers, directors and employees ("Indemnified Parties") for and hold them harmless against any loss, costs, claims, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder which are not due to the Paying Agent's gross negligence or willful misconduct. No provision of this Agreement shall require the Paying Agent to risk or expend its own funds. The obligations of the District under this Section 6.05 shall survive the termination or discharge of this Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

SECTION 7.01. *Events of Default.* Each of the following events shall constitute an Event of Default hereunder:

- (a) default in the due and punctual payment of any installment of the principal of the Bonds when and as the same shall become due and payable;
- (b) default in the due and punctual payment of any installment of interest on the Bonds when and as such interest installment shall become due and payable;
- (c) failure by the District to observe or perform any of the other covenants, agreements or conditions on its part contained in this Agreement or in the Bonds, if such failure has continued for a period of 30 days after written notice thereof, specifying such failure and requesting that it be remedied, has been given to the District; except that, if such failure can be remedied but not within such thirty (30) day period the failure will not constitute an Event of Default if the District commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time, and,
- (d) the filing by the District of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the District, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

SECTION 7.02. *Remedies of Bond Owners.* Any Bond Owner has the right, for the equal benefit and protection of all Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Paying Agent Agreement and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bond Owners' rights;
or

- (c) upon the happening and continuation of any default by the District hereunder or under the Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.03. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bond Owners.

SECTION 7.04. *Non-Waiver.* Nothing in this Article VII or in any other provision of Paying Agent Agreement or in the Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bond Owners, the District and the Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS AGREEMENT

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* For any one or more of the following purposes and at any time or from time to time, a Supplemental Agreement may be approved by the District and Paying Agent, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

- (a) To add to the covenants and agreements of the District in this Agreement, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Agreement as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Agreement, of any

moneys, securities or funds, or to establish any additional funds or accounts to be held under this Agreement;

- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Agreement, which in any event shall not materially adversely affect the interests of the Bond Owners, in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds, in the opinion of Bond Counsel filed with the District, the Paying Agent and the Original Purchaser.

Notwithstanding the foregoing provisions of this Section 8.01, so long as any of the Bonds are owned by the Original Purchaser, no amendment under this Section 8.01 shall be effective without the prior written consent of the Original Purchaser.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* Any modification or amendment of this Agreement and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Agreement, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

SECTION 8.03. *Prohibited Amendments.* No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 relating to Remedies, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits Limited to Parties.* Nothing in this Agreement, expressed or implied, is intended to give to any person other than the District, the County, the Paying Agent, the Original Purchaser and the Owners of the Bonds, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance.*

(a) Discharge of Agreement. Provided that the District first obtains written confirmation from the Internal Revenue Service, or an opinion of Bond Counsel in form and substance acceptable to the Owner, which provides that doing so will not adversely affect the tax-exempt status of interest on the Bonds, the Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Bonds; or
- (iii) by delivering such Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Agreement), and notwithstanding that any Bonds have not been surrendered for payment, this Agreement and other assets made under this Agreement and all covenants, agreements and other obligations of the District under this Agreement shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Agreement which are not required for the payment of Bonds not theretofore surrendered for such payment.

(b) Discharge of Liability on Bonds. Upon the deposit, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), then all liability of the District in respect of such Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District,

and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent or other Holder. Whenever in this Agreement it is provided or permitted that there be deposited with or held by the Paying Agent or other agent or holder money or securities in the necessary amount to pay any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Agreement and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided herein or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided herein or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Bonds After Discharge of Agreement. Notwithstanding any provisions of this Agreement, any moneys held by the Paying Agent for the payment of the principal of, or interest on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether at maturity or upon a redemption, as provided in this Agreement), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Agreement, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented

and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Bond Owners.* Any request, declaration or other instrument which this Agreement may require or permit to be executed by Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bond Owner or such Owner's attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District is individually or personally liable for the payment of the principal of or interest on the Bonds. Nothing herein contained relieves any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Destruction of Canceled Bonds.* Whenever in this Agreement provision is made for the surrender to the District of any Bonds which have been paid or canceled under the provisions of this Agreement, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

SECTION 9.06. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The District hereby declares that it would have adopted this Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Deputy Superintendent of the District for the benefit of the Bond Owners.

SECTION 9.07. *Payment on Business Days.* Whenever in this Agreement any amount is required to be paid on a day which is not a Business Day, such payment shall be required to be made on the Business Day immediately following such day, provided that interest shall not accrue from and after such day.

SECTION 9.08. *Notices.* Any notice, request, complaint, demand or other communication under this Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. Notwithstanding the foregoing, e-mailed notices may be provided and will be deemed effective and received upon a reply response from the recipient confirming receipt, but delivery of the original notice via mail or personal delivery shall be provided to the recipient within five days thereof. The District or the Paying Agent may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District: Oxnard School District
1051 South "A" Street
Oxnard, California 93030
Attn: Superintendent

If to the Paying Agent: U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th
Los Angeles, CA 90071
Attention: Global Corporate Trust
Reference: Oxnard SD 22 GO Refunding Bonds

If to the Original Purchaser: First Foundation Public Finance,
First Foundation Bank
2233 Douglas Blvd Suite 300
Roseville, CA. 95661
Attn: Public Finance
Phone: (916) 724-2423

SECTION 9.10. *Unclaimed Moneys.* Anything in this Agreement to the contrary notwithstanding, subject to the laws of the State of California, any moneys held by the Paying Agent for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates, if such moneys were held by the Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, shall, at the Written Request of the District, be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Bonds; *provided, however,* that before being required to make any such payment to the District, the Paying Agent shall, at the expense of the District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the District.

SECTION 9.11. *Servicing; Appointment of Servicer.* The Original Purchaser may engage a servicer, and collaterally assign some of all of its rights under this Agreement, to act on behalf of the Original Purchaser under this agreement as the “Servicer.” The Original Purchaser shall give written notice to the District and the Paying Agent of its appointment, termination, removal or replacement of any Servicer, which notice shall identify which rights hereunder have been assigned, and the parties may rely on any such notice until any subsequent notice is given. The Original Purchaser is under no obligation to appoint a Servicer; if at any time a Servicer has not been designated by the Original Purchaser, any references to the “Servicer” herein shall refer to the Original Purchaser. Any opinion or certificate provided for herein that is directed to the Servicer shall also be directed to, and may be relied upon by, the Original Purchaser. The Original Purchaser understands and agrees that any Servicer to which it resells or otherwise transfers the Bonds must meet and satisfy the requirements of Section 2.06 and that such transfer must be in whole and not in part.

The Original Purchaser shall be solely responsible for providing the purchase price of the Bonds. From and after the Closing Date, if the Original Purchaser has provided written notice that it has appointed a Servicer, the District and the Paying Agent acknowledge and agree that if all rights of the Original Purchaser have been assigned thereunder, the Servicer shall exercise all of the rights and remedies of the Original Purchaser under this Agreement, shall receive all reports, statements, notices and other communications delivered to the Original Purchaser under this Agreement and shall be entitled to all of the protections afforded the Original Purchaser under this Agreement.

SECTION 9.12. *Execution in Several Counterparts.* This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the District and the Paying Agent shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 9.13. *Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity.* To the fullest extent permitted by law, the District hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Bonds, this Agreement or any documents relating to the Bonds or this Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the District hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The District hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to the Bonds or this Agreement.

SECTION 9.14. *Governing Law.* This Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 9.15 *Availability of Documentation.* This Paying Agent Agreement and other documentation related to the Bonds may be posted by the District on a national public bond market repository provided that certain information is redacted by the District as reasonably directed by the Original Purchaser. Items that should be redacted include

signatures/names, account numbers, wire transfer and payment instructions and any other data that could be construed as sensitive information.

Section 9.16 *Electronic Signatures*. The parties hereto agree that the transaction described in this Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent, that if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, OXNARD SCHOOL DISTRICT has caused this Agreement to be signed in its name by its duly authorized officers and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and year first above written.

OXNARD SCHOOL DISTRICT

By _____
Superintendent

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**
as Paying Agent

By _____
Authorized Officer

[Signature page of Paying Agent Agreement.]

APPENDIX A
FORM OF BOND

REGISTERED BOND NO. _____ ***\$_____***

OXNARD SCHOOL DISTRICT
(Ventura County, California)
2022 REFUNDING GENERAL OBLIGATION BOND

INTEREST RATE PER ANNUM	MATURITY DATE:	DATED DATE:
____%*	August 1, 20__	____, 2022

REGISTERED OWNER: First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank, its successor and assigns

PRINCIPAL SUM: *** _____ ***

THIS BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREIN. NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS BOND MAY BE MADE EXCEPT TO A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER OR AN INSTITUTIONAL ACCREDITED INVESTOR.

The Oxnard School District (the "District"), located in the County of Ventura (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above (subject to adjustment as provided in the following paragraph), such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2022 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2022, in which event it shall bear interest from the Dated Date referred to above.

Subject to the following paragraph, principal and interest are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent, initially being U.S. Bank Trust Company, National Association, with its corporate trust office in Dallas, Texas. Principal hereof is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Bond registration books at

the close of business on the preceding Record Date; provided that at the written request of the Registered Owner, which written request is on file with the Paying Agent as of any Record Date, such payment shall be paid by wire to such account as shall be specified in such written request. Principal of the Bonds upon the final maturity thereof is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

Notwithstanding the foregoing, so long as this Bond is owned by First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank (the "Original Purchaser"), the following shall apply: (a) this Bond is not required to be presented and surrendered to the Paying Agent for payment at any time prior to the final maturity thereof, and (b) the Paying Agent will pay the principal of and interest on this Bond by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Original Purchaser to the Paying Agent from time to time; provided that principal on this Bond which is payable at maturity shall be made only upon presentation and surrender hereof at the Office of the Paying Agent as set forth in the preceding paragraph.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) 2022 Refunding General Obligation Bonds" (the "Bonds"), in an aggregate principal amount of \$_____ all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 of said Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on June 1, 2022 (the "Bond Resolution"), authorizing the issuance of the Bonds, and a Paying Agent Agreement, dated as of July 1, 2022, by and between the District and the Paying Agent (the "Paying Agent Agreement"). Reference is hereby made to the Resolution, the Paying Agent Agreement and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution and Paying Agent Agreement the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms herein shall have the same meaning as the capitalized terms in the Paying Agent Agreement.

The Bonds have been issued to refund certain outstanding general obligation bonded indebtedness of the District, being its Election of 2012, Series A Bonds and its 2012 Refunding General Obligation Bonds.

The Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District in the District, without limitation of rate or amount, for the payment of the Bonds and the interest thereon. The Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the California Education Code. The Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Bonds.

The principal of and interest on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and none of the County, the State of

California, any of its political subdivisions, or any of the officers, agents and employees thereof shall be liable hereon. Except as provided in the Resolution, in no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds are subject to optional redemption, in whole, on any Interest Payment Date, at the price of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, plus a premium, as set forth in the following table:

Optional Redemption Dates	Prepayment Premium
February 1, 2023 through August 1, 2024	3.0%
February 1, 2025 through August 1, 2026	2.0
February 1, 2027 through August 1, 2028	1.0
February 1, 2029 and thereafter	0.0

The Bonds are subject to mandatory sinking fund redemption on the dates and in the amounts, as set forth below, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption:

Sinking Fund Redemption Date	Sinking Fund Redemption Amount	Sinking Fund Redemption Date	Sinking Fund Redemption Amount
--to come--			

The Paying Agent will cause notice of any optional redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Owner of this Bond designated for redemption, at its address appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission. Such notice shall state the redemption date and the redemption price, and shall require that such Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date. Scheduled mandatory sinking fund redemptions in accordance with the foregoing table do not require notice of redemption to the Owner of this Bond.

In the event that there is a Determination of Taxability (as defined in the Paying Agent Agreement), the interest rate shall be at the Taxable Rate (as defined in the Paying Agent Agreement).

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a

day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

RESTRICTION ON TRANSFERABILITY

As provided in Section 2.06 of the Paying Agent Agreement, ownership of this Bond may only be transferred in whole (not in part), and in accordance with the terms set forth in Section 2.06 of the Paying Agent Agreement, which are incorporated herein. These conditions include, but are not limited to, that the transfer is limited to (a) a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or (b) an “accredited investor” as that term is defined in Regulation D under the Securities Act, that is purchasing such Bond for not more than one account and not with a view to distributing such Bond, and that the transferee execute and file with the District and the Paying Agent a Purchaser Representation Letter in substantially the form attached to the Paying Agent Agreement as Appendix B.

Any Owner effecting a transfer of a Bond shall, and does hereby agree to, indemnify the District and the Paying Agent against any liability that may result if such transfer is not made in accordance with the provisions hereof and of the Paying Agent Agreement.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, without limitation as to rate or amount.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the County, the District and the Paying Agent shall not be affected by any notice to the contrary.

This Bond shall be not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Paying Agent Agreement until the Certificate of Authentication below has been manually signed by the Paying Agent.

* * * * *

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

FORM OF PURCHASER REPRESENTATION LETTER

[Date]

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

U.S. Bank Trust Company, National Association
633 West Fifth Street, 24th
Los Angeles, CA 90071
Attention: Global Corporate Trust
Reference: Oxnard SD 20 GO Refunding Bonds

Re: \$_____ Oxnard School District (Ventura County, California) 2022
Refunding General Obligation Bonds

To the Addressee:

The undersigned is a duly authorized officer of _____, a [state/federal bank] organized and existing under the laws of the [State of _____/United States of America] (the "Purchaser") and is purchasing the above-referenced bonds (the "Bonds") of Oxnard School District (the "District"), which are issued pursuant to a resolution of the governing board of the District adopted on June 1, 2022 and a Paying Agent Agreement, dated as of July 1, 2022 (the "Paying Agent Agreement"), by and between the District and U.S. Bank Trust Company, National Association, as paying agent. Capitalized terms used herein and not defined have the meanings given in the Paying Agent Agreement.

The Purchaser acknowledges that the proceeds from the sale of the Bonds will be used to refinance voter-approved capital facilities and equipment improvements at District facilities and that the Bonds are secured by voter-approved *ad valorem* tax levies and collections, unlimited as to rate or amount.

The undersigned represents, warrants, and covenants in conjunction with its purchase of the Bonds that:

1. Purchaser agrees to the terms and provisions set forth in the Paying Agent Agreement and the Bonds, including specifically to the restrictions on subsequent transfers described in Section 2.06(a) of the Paying Agent Agreement.

2. Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of prospective investments without reliance upon others. In reaching the conclusion that it desires to acquire the Bonds, Purchaser has carefully evaluated all risks associated with this purchase and acknowledges that it is able to bear the economic risk of this purchase.

3. The Purchaser is (a) a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or (b) an “accredited investor” as that term is defined in Regulation D under the Securities Act.

4. Purchaser is purchasing the Bonds for not more than one account and not with a view to distributing such Bonds. The Purchaser presently intends to hold the Bonds to maturity, earlier redemption, or mandatory tender (as applicable).

5. The Purchaser understands that the Bonds are not, and are not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency, (d) will not be assigned a CUSIP number, (e) will be registered in the name of the Purchaser and not in the name of The Depository Trust Company, (f) will be delivered in a form that may not be readily assignable, and (g) and that the Bonds are not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c2-12; provided, however, pursuant to the terms of the Paying Agent Agreement with respect to the Bonds, the District has agreed to provide certain ongoing information to the Original Purchaser annually.

6. The representations in this letter shall not relieve the Issuer from any obligation to disclose any information required by the documents in connection with the issuance of the Bonds or required by applicable law.

Very truly yours,

[ORIGINAL PURCHASER AND
SUBSEQUENT TRANSFEREES, IF
ANY]

By: _____

Name: _____

Title: _____

APPENDIX C

DEBT SERVICE PAYMENT INSTRUCTIONS

Please wire the funds to:

[TO COME - PROVIDED BY FIRST FOUNDATION AS ORIGINAL PURCHASER]

\$ _____
Oxnard School District
(Ventura County, California)
2022 Refunding General Obligation Bonds

BOND PURCHASE AGREEMENT

June ____, 2022

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Ladies and Gentlemen:

The undersigned, First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank (the "Purchaser"), does hereby offer to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District, a school district organized and existing under the laws of the State of California (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Purchaser. This offer is made subject to acceptance by the District prior to 11:59 p.m., California time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the District hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the District, all (but not less than all) of the \$_____ aggregate principal amount of the District's 2022 Refunding General Obligation Bonds (the "Bonds"), at a purchase price of \$_____ (representing the principal amount of the Bonds).

Section 2. Role of the Purchaser. The District represents, warrants and covenants that: (i) the transaction contemplated herein and in the Paying Agent Agreement is an arm's length commercial transaction between the District and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the District, (iii) the Purchaser and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby or by the Paying Agent Agreement and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the District, and (vi) the District

has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

Section 3. The Bonds. The Bonds shall (a) be dated the date of their delivery of _____, 2022 (the “Closing Date”), (b) mature on the date(s), in the year(s), and accrue interest computed at the rate(s) as set forth in Exhibit A hereto, and (c) be subject to redemption as set forth in Exhibit A hereto, which is incorporated herein by reference.

The Bonds are authorized pursuant to the provisions of the Resolution of the Board of Trustees of the District adopted on June 1, 2022 (the “Resolution”), a Paying Agent Agreement dated as of July 1, 2022, by and between the District and U.S. Bank Trust Company, N.A., as paying agent (the “Paying Agent”) and the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the State Government Code, commencing with Sections 53550 and 53580 of said Code and other applicable law (collectively, the “Bond Law”).

The Bonds shall be executed and delivered under and in accordance with the provisions of the Paying Agent Agreement, and are authenticated by the Paying Agent under the Paying Agent Agreement. All capitalized terms used herein without definition shall have the meanings given to them in the Paying Agent Agreement.

The net proceeds of the Bonds will be deposited into funds established pursuant to the Resolution, the Paying Agent Agreement and the Escrow Agreement, and are being issued for the purpose of refinancing the Refunded Bonds, as more particularly defined in the Escrow Agreement.

Section 4. Provision of District Information. The District has provided certain information to the Purchaser in connection with the Purchaser’s consideration of in the purchase of the Bonds.

Section 5. Representations, Warranties and Covenants of the District. The District represents, warrants and covenants to the Purchaser that:

(a) Organization. The District is, and will be on the Closing Date, a school district duly organized and validly existing pursuant to the Constitution and laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Resolution and to enter into this Purchase Agreement.

(b) Enforceability of Documents. (i) At or prior to the Closing Date, the District will have taken all action required by it to authorize the issuance and delivery of the Bonds; (ii) the District has all necessary power and authority to execute and deliver this Purchase Agreement and the Paying Agent Agreement; to adopt the Resolution; to issue and to deliver the Bonds; to perform its obligations under each such document or instrument (collectively, the “District Documents”); and to carry out and effectuate the transactions contemplated by the District Documents; and (iii) when duly authenticated by the Paying Agent, the Bonds will constitute legally valid and binding obligations of the District, enforceable against the District in accordance with their terms except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought.

(c) Authorization. By official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized and approved the execution and delivery of the District Documents, the performance by the District of the obligations on its part contained therein and the consummation by the District of all other transactions contemplated by the Resolution and this Purchase Agreement.

(d) No Conflicts. The issuance of the Bonds, the adoption of the Resolution, the execution and delivery of the other District Documents, and compliance with the provisions on the District's part contained herein and therein will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the District under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument.

(e) Consents. Except as has already been obtained, there is no consent, approval, authorization, other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance, sale or validity of the Bonds or the consummation by the District of the other transactions contemplated by this Purchase Agreement in connection with the issuance of said Bonds.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of the District and except as disclosed in writing to the Purchaser, threatened against the District (i) affecting the existence of the District or the titles of its officers required to approve or sign documents necessary for the delivery of the Bonds, to their respective offices or seeking to prohibit, restrain or enjoin the issuance of the Bonds or the execution and delivery of the Paying Agent Agreement or this Purchase Agreement; (ii) affecting delivery of the Bonds; (iii) in any material way contesting or affecting the validity or enforceability of the Bonds or any other District Document, (iv) contesting the powers of the District or its authority to enter into, adopt or perform its obligations under any of the foregoing, including, but not limited to, the consummation of the transactions contemplated in this Purchase Agreement; (v) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the *ad valorem* tax authorized to be levied to pay the principal of and interest on the Bonds, or the application thereof, or (vi) wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or any other District Document, or in which a final adverse decision could materially adversely affect the operations of the District, or the exemption of such interest from California personal income taxation.

(g) No Violation of Debt Limitation. The District, has not been, is not presently and, as a result of the sale, issuance and delivery of the Bonds, will not be in violation of any debt limitation, appropriation limitation or any other provision of the California Constitution to the extent applicable to the Bonds at the time of issuance

that would materially adversely affect the District's obligations under this Purchase Agreement.

(h) Certificates. Any certificate signed by any officer of the District and delivered to the Purchaser shall be deemed a representation and warranty by the District to the Purchaser as to the statements made therein and the person signing the same shall do so in the person's official capacity and not in the person's individual capacity.

(i) Security for the Bonds. The Bonds are general obligations of the District, and the District has the power to direct the County of Ventura (the "County") to levy *ad valorem* taxes upon all property within the Improvement District subject to taxation without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education Code of the State of California.

(j) No Other Debt. Between the date hereof and the Closing Date, without the prior written consent of the Purchaser, the District will not have issued any other bonds, notes or other obligations for borrowed money.

(k) No Financial Advisory or Fiduciary Relationship. The District represents, warrants and covenants that: (i) the transaction contemplated herein and in the Paying Agent Agreement is an arm's length commercial transaction between the District and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the District, (iii) the Purchaser and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby or by the Paying Agent Agreement and the discussions, undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the District, and (vi) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

(l) Sovereign Immunity. To the extent the District has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the District hereby waives, but only to the extent permitted by law, such rights to sovereign immunity for itself, if any, in respect of its obligations arising under or related to the Resolution or otherwise with respect to the Bonds.

(m) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Ventura County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for the County a copy of the Resolution, a copy of the full debt service schedule for the Bonds, in

accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of the County.

(p) Audits Representative of Financial Position. The District's audited financial statements as of and for the fiscal year ended June 30, 2021 are a fair presentation of the financial position of the District as of the date thereof and the results of its operations and changes in its fund balances for the period specified.

(q) No Limits on Credit or the Conduct of Business. The District is not listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, and any successor thereto, the Secretary of the Treasury, or included in any Executive Orders, that prohibits or limits the Purchaser from making any advance or extension of credit to the District or from otherwise conducting business with the District.

(r) Ongoing Reporting. The District shall cause its books and accounts to be audited annually by an independent accountant. For so long as the Purchaser is the owner of the Bonds, the District will file a copy of said annual audit report with the Purchaser within 270 days following June 30 of each year (by March 30). In addition, information for the most recently completed fiscal year for (i) the District's total assessed valuation, (ii) top twenty secured property taxpayers and (iii) secured tax charges and delinquencies but only if the District is not participating in the County "Teeter Plan", shall also be provided by said date, but only if such information is not otherwise available on the Municipal Securities Rulemaking Board's platform known as the Electronic Municipal Market Access with respect to other outstanding debt of the District by March 30 of each year while the Bonds are outstanding.

Section 6. Representations, Warranties and Covenants of the Purchaser. The Purchaser represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The Purchaser is a Delaware a statutory trust and a wholly owned subsidiary of First Foundation Bank, a banking corporation, and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of a purchase of the Bonds.

(b) No official statement or other offering document has been prepared with respect to the Bonds, and the Purchaser has conducted its own investigation into the merits and risks of the Bonds and has received, or been afforded access to, from the District or otherwise, all the information which it as a reasonable purchaser has requested of the District as a result of the Purchaser attaching significance thereto in making its decision with regard to the Bonds.

(c) Any certificate signed by any officer of the Purchaser and delivered to the District shall be deemed a representation and warranty by the Purchaser to the District as to the statements made therein and the person signing the same shall do so in the person's official capacity and not in the person's individual capacity.

The Purchaser agrees to execute and deliver the Purchaser Representation Letter dated as of the Closing Date in the form attached hereto as Exhibit C.

Section 7. Conditions to Closing. The Purchaser has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Purchaser's obligations under this Purchase Agreement are and shall be subject to the following further conditions as of the Closing Date:

(a) From the time of the execution and delivery of this Purchase Agreement to the Closing Date, there shall not have been any (i) material adverse change in the financial condition or general affairs of the District; (ii) event, court decision, proposed law or rule that may have the effect of changing the federal income tax incidents of the Bonds or the contemplated transactions; or (iii) international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the value of the Bonds to the Purchaser.

(b) The Purchaser hereby enters into this Agreement in reliance upon its own due diligence and the representations and warranties of the District contained herein and the representations and warranties to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District and the Paying Agent of their respective obligations both on and as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Purchaser under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the representations and warranties of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District and the Paying Agent made in any certificate or document furnished pursuant to the provisions hereof, to the performance by the District and the Paying Agent of their respective obligations to be performed hereunder and under the District Documents, at or prior to the Closing Date, and also shall be subject to the following additional conditions:

(i) At the Closing Date, the District Documents shall have been duly authorized, executed and delivered by the respective parties thereto, all in substantially the forms heretofore submitted to the Purchaser, with only such changes as shall have been agreed to in writing by the Purchaser, and shall be in full force and effect, and the Resolution shall be in full force and effect;

(ii) On the Closing Date, all necessary action of the District relating to the execution and delivery of the Bonds will have been taken and will be in full force and effect and will not have been amended, modified or supplemented; and

(iii) At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(A) Bond Opinion. The unqualified approving opinion of Jones Hall, A Professional Law Corporation, as bond counsel ("Bond Counsel"), dated the Closing Date, addressed to the District, as to the validity and tax-exempt status of the Bonds substantially in the form set forth in Exhibit B to this Purchase Agreement;

(B) Reliance Letter. A reliance letter from Bond Counsel permitting the Purchaser to rely upon the approving opinion referred to in subparagraph 7(b)(iii)(A), above;

(C) Supplemental Opinion. A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, which may take the form of one or more opinions, to the effect that:

(1) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(2) assuming due authorization, execution and delivery by the other parties thereto, this Purchase Contract and the Paying Agent Agreement have been duly approved, authorized, executed and delivered by the District and constitute the legal, valid and binding agreements of the District, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against school districts in the State of California and except that no opinion is expressed with respect to any indemnification or contribution provisions contained in this Purchase Contract;

(3) no authorization, approval, consent or other order of the State or any local agency of the State, other than such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the District of this Purchase Contract or the Paying Agent Agreement or the consummation by the District of the other transactions contemplated by such agreement (provided no opinion need be expressed as to any action required under the state securities or blue sky laws in connection with the purchase of the Bonds by the Purchaser); and

(4) that the Refunded Bonds have been defeased within the meaning of the documentation authorizing the issuance thereof.

(D) Certificate of the District. A certificate signed by a duly authorized official of the District to the effect that (A) this Purchase Agreement, the Bonds and the Paying Agent Agreement have been duly executed and delivered, (B) the representations, warranties and covenants of the District herein are true and correct in all material respects as of the Closing Date, (C) the District has complied with all the terms of the District Documents to be complied

with by the District prior to or concurrently with the Closing Date and such documents are in full force and effect, and (D) (i) as of the Closing Date there is no legal or governmental proceeding or litigation which has been filed against the District wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Bonds; and (ii) the adoption, execution and delivery of the Bonds, and the compliance by the District with the provisions of the Bonds, this Purchase Agreement, the Paying Agent Agreement and the Escrow Agreement would not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the District is subject or by which the District is or may be bound;

(E) Resolution. A certificate of an officer of the District, together with a fully executed copy of the Resolution, to the effect that such copy is a true and correct copy of the Resolution and that the Resolution is duly adopted and has not been modified, amended, rescinded or revoked except as provided herein, and is in full force and effect on the Closing Date;

(F) Paying Agent Agreement. An executed copy of the Paying Agent Agreement;

(G) Escrow Agreement. An executed copy of the Escrow Agreement;

(H) Purchase Agreement. An executed copy of this Purchase Agreement;

(I) Paying Agent Certificate. A certificate of the Paying Agent relating to the execution of the Paying Agent Agreement;

(J) Escrow Agent Certificate. A certificate of the Escrow Agent relating to the execution of the Escrow Agreement;

(K) Escrow Verification. A verification of Causey, Demgen & Moore verifying the sufficiency of funds deposited in the Escrow Fund for the defesance of the Refunded Bonds.

(L) Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Purchaser may reasonably request to evidence (i) compliance by the District and the Paying Agent with legal requirements, (ii) the truth and accuracy, as of the Closing Date, of the representations of the District herein contained, and (iii) the due performance or satisfaction by the District at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the District.

Section 8. Additional Closing Conditions for the District. The District has entered into this Purchase Agreement in reliance upon the representations and warranties of the Purchaser contained herein and the performance by the Purchaser of its obligations hereunder, both as of the date hereof and as of the Closing Date. The obligations of the District hereunder are and shall be subject to the receipt of the Purchaser, in form satisfactory to the District and signed by an authorized officer of the Purchaser, confirming delivery of the Bonds to the Purchaser and the satisfaction of all conditions and terms of this Purchase Agreement by the District and confirming to the District that as of the Closing Date all of the representations of the Purchaser contained in this Purchase Agreement are true and correct in all material respects.

Section 9. Termination. All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if they are in form and substance satisfactory to the Purchaser. Receipt of, and payment for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Purchaser. The performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Purchaser may be waived by the Purchaser in the Purchaser's sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds contained in this Agreement, or if the obligations of the Purchaser to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate, and neither of the Purchaser nor the District shall be under further obligation hereunder; provided, however, that the respective obligations of the District and the Purchaser set forth in Section 10 hereof shall continue in full force and effect.

Section 10. Expenses. The fees and disbursements of Bond Counsel, the fees and disbursements of CFW Advisory Services, LLC, as municipal advisor to the District, the cost of preparing the Bonds, fees of the Raymond James & Associates, as placement agent, fees of the California Debt and Investment Advisory Commission, the fees of the Paying Agent and Escrow Agent, fees of counsel to the Purchaser, verification fees and other miscellaneous expenses of the District incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the District. The Purchaser shall have no responsibility for any expenses associated with the issuance of the Bonds, including, but not limited to, the expenses identified above as the obligation of the District.

Section 11. Applicable Law. This Purchase Agreement shall be governed by the laws of the State of California, exclusive of the choice of law provisions thereof.

Section 12. Waiver of Jury Trial. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE DISTRICT AND THE PURCHASER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PURCHASE CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE DISTRICT FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 12, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE PURCHASER TO ENTER INTO THIS PURCHASE CONTRACT.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues

of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Purchase Contract to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The referee's fees shall be borne by the party who does not prevail, as determined by the referee.

Section 13. Parties in Interest; Survival of Representations and Warranties. This Purchase Agreement is made solely for the benefit of the District and the Purchaser (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the District in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Purchaser and shall survive the delivery of and payment for the Bonds.

Section 14. Electronic Signatures. This Purchase Agreement and the documents and closing certificates identified in Section 7(b) may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of said documents and certificates and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

Section 15. Execution in Counterpart. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

FIRST FOUNDATION PUBLIC FINANCE, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank,
as Purchaser

By: _____
Authorized Representative

The foregoing is hereby accepted and agreed to as of the date first above written:

OXNARD SCHOOL DISTRICT

By: _____
Superintendent

Dated: June ____, 2022

[Signature Page of Purchase Agreement]

EXHIBIT A

\$ _____
**OXNARD SCHOOL DISTRICT
(VENTURA COUNTY, CALIFORNIA)
2022 REFUNDING GENERAL OBLIGATION BONDS**

- a. Purchase Price: \$_____.00
- b. Original Principal Amount: \$_____ (Single Denomination)
- c. Form: The Bonds shall be delivered as a single current interest term bond in fully registered form, without coupons, dated as of the date of issuance thereof, and shall be registered in the name of the owner thereof, initially, First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank (and its successors and assigns), all as provided in the Paying Agent Agreement and in the Bonds, respectively. The Bonds shall be available, if so requested by the Purchaser, at such place as the Purchaser and the District agree upon, for examination by the Purchaser at least 24 hours prior to the Closing Date and on the Closing Date shall be delivered to the Purchaser. The Bonds shall be issued in the initial denomination being the principal amount thereof. Subsequent transfers are permitted in whole (not in part) as described herein, and in the event of such transfer, the Bonds shall be in the denomination of the principal amount thereof, taking into account any principal amortization thereof.
- d. Interest Payable: February 1 and August 1 of each year, commencing August 1, 2022.
- e. Maturity Schedule; Interest Rate: The Bonds shall be issued as one single term bond maturing on August 1, 20____ and bearing interest (calculated on the basis of a 360-day comprised of twelve 30-day months) as follows:
Interest Rate Per Annum: 2.750% (Tax-Exempt)
- f. Optional Redemption: The Bonds are subject to optional redemption, in whole, on any Interest Payment Date, at the price of the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, plus a premium, as set forth in the following table:

Optional Redemption Dates	Prepayment Premium
February 1, 2023 through August 1, 2024	3.0%
February 1, 2025 through August 1, 2026	2.0
February 1, 2027 through August 1, 2028	1.0
February 1, 2029 and thereafter	0.0

EXHIBIT B
FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2022

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

OPINION: \$_____ Oxnard School District (Ventura County, California) 2022
Refunding General Obligation Bonds

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District") in connection with the issuance by the District of its Oxnard School District (Ventura County, California) 2022 Refunding General Obligation Bonds in the aggregate principal amount of \$_____ (the "Bonds"), under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), a resolution of the Board of Trustees of the District (the "Board") adopted on June 1, 2022 (the "Resolution") and a Paying Agent Agreement, dated as of June 1, 2022, between the District and U.S. Bank Trust Company, National Association, as paying agent for the Bonds (the "Paying Agent Agreement"). We have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Resolution and in the certified proceedings and other certifications and opinions furnished to us, without undertaking to verify such facts by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Resolution and in the certified proceedings and other certifications and opinions furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is a duly established and validly existing school district with the power to issue the Bonds, and to perform its obligations under the Bond Resolution, the Paying Agent Agreement and the Bonds.

2. The Resolution has been duly adopted by the Board, and constitutes a valid and binding obligation of the District enforceable upon the District in accordance with its terms.

3. The Bonds have been duly issued and sold by the District and are valid and binding general obligations of the District, and the County of Ventura is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation as to rate or amount (except for certain personal property that is taxable at limited rates).

4. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

5. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

EXHIBIT C

FORM OF PURCHASER REPRESENTATION LETTER

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Raymond James & Associates, Inc.
10250 Constellation Boulevard, Suite 850
Los Angeles, California 90067

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111

_____, 2022

REGARDING: \$_____ Oxnard School District (Ventura County, California) 2022
Refunding General Obligation Bonds

To the Addressees:

The undersigned is a duly authorized officer of First Foundation Public Finance, a Delaware statutory trust and wholly owned subsidiary of First Foundation Bank (the "Purchaser") and is purchasing the above-referenced bonds (the "Bonds") from the Oxnard School District (the "District").

The Purchaser acknowledges that the proceeds from the sale of the Bonds will be used to refinance voter-approved capital facilities and equipment improvements at District facilities and that the Bonds are secured by voter-approved *ad valorem* tax levies and collections, unlimited as to rate or amount.

The undersigned represents, warrants, and covenants in conjunction with its purchase of the Bonds that:

1) Purchaser agrees to the terms and provisions set forth in the Paying Agent Agreement and the Bonds.

2) Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of prospective purchases similar to the Bonds without reliance upon others. In reaching the conclusion that it desires to acquire the Bonds, Purchaser has carefully evaluated all risks associated with this purchase and acknowledges that it is able to bear the economic risk of this purchase. Purchaser is a "qualified institutional buyer"

as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”).

3) Purchaser presently intends to hold the Bonds to maturity, earlier redemption, or mandatory tender. Purchaser is purchasing the Bonds for its loan portfolio and is not purchasing the Bonds for resale or other disposition, and Purchaser has no present intention of reselling or otherwise disposing of all or any part of the Bonds or dividing its interest therein; however, Purchaser reserves the right to sell or otherwise dispose of the Bonds (in whole and not in part) in the future as it chooses. Purchaser agrees that it will not sell, transfer, assign, or otherwise dispose of the Bonds or such ownership interests therein (1) unless it obtains from the purchaser and delivers to the District either (a) a letter similar in form and substance to this letter, or (b) a written acknowledgement that such purchaser is either (i) an institutional “accredited investor” within the meaning of Rule 501 (a) promulgated under the Securities Act of 1933, as amended (the “1933 Act”), or (ii) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act; and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the “1934 Act”), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, Purchaser agrees that it shall furnish to any purchaser of the Bonds all information required by applicable law.

4) Purchaser, through its agents and employees, has investigated the District and its financial, statistical, demographic, and other information and acknowledges that it has been furnished with, or has been given access to, without restriction or limitation, all of the underlying documents in connection with this transaction, as well as all other information which a reasonable, prudent, and knowledgeable purchaser would desire in evaluating the purchase of the Bonds without reliance upon others. Further, Purchaser acknowledges that the District and other knowledgeable parties have made available to it and its representatives the opportunity to ask any questions it may have, and receive satisfactory answers, concerning the District and the security and the source of payment of the Bonds.

5) Purchaser has been informed and understands that no Official Statement has been prepared in connection with the sale and delivery of the Bonds, the Bonds are not and will not be rated, and that the Bonds are not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c2-12; provided, however, pursuant to the terms of the Paying Agent Agreement with respect to the Bonds, the District has agreed to provide certain ongoing information to the Purchaser annually.

6) Purchaser acknowledges that the Bonds do not constitute a debt or loan of the State of California or any political subdivision thereof. The security for payment of the Bonds is more particularly described in the Bonds, the Resolution and the Paying Agent Agreement.

7) The representations in this Purchaser Representation Letter shall not relieve the District from any obligation to disclose any information required by the documents in connection with the issuance of the Bonds or required by applicable law.

8) This Purchaser Representation Letter will constitute an agreement with respect to the matters herein contained as of the date hereof. This Purchaser Letter is expressly for the benefit of the addresses identified above and may not be relied upon by any other party.

9) Purchaser represents and warrants that the execution of this letter has been duly authorized by the Purchaser and it has been duly executed by an authorized officer thereof.

Very truly yours,

**FIRST FOUNDATION PUBLIC FINANCE, A
DELAWARE STATUTORY TRUST AND
WHOLLY OWNED SUBSIDIARY OF FIRST
FOUNDATION BANK**

By: _____
Trevor Mael,
Director of Public Finance

ESCROW AGREEMENT

Relating to the current refunding of
certain maturities of

\$18,390,000 Oxnard School District (County of Ventura, California) General Obligation Bonds Election of 2016, Series A	\$12,240,000 Oxnard School District (County of Ventura, California) 2012 Refunding General Obligation Bonds
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This ESCROW AGREEMENT (this “Agreement”), dated as of July 1, 2022, is between the OXNARD SCHOOL DISTRICT, a school district organized and existing under the Constitution and laws of the State of California (the “District”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, acting as escrow agent and paying agent for the Prior Bonds described below (the “Escrow Agent” and the “Prior Paying Agent”).

BACKGROUND:

1. The District has caused the issuance of the above-captioned bonds (together, the “Prior Bonds”).
2. The Election of 2016, Series A Prior Bonds were issued on December 27, 2012 pursuant to a Resolution of the District’s governing board on December 5, 2012 (the “Prior 2012A Resolution”).
3. The 2012 Refunding Prior Bonds were issued on July 2, 2012 pursuant to a Resolution of the District’s governing board on June 6, 2012 (the “Prior Refunding Bond Resolution”).
4. In order to provide for the advance refinancing of a portion of the Prior Bonds and achieve savings in interest costs, the Board of Trustees of the District has caused the issuance of its “Oxnard School District (Ventura County, California) 2022 Refunding General Obligation Bonds” in the aggregate principal amount of \$_____ (the “2022 Bonds”), under a resolution adopted by the Board of Trustees of the District on June 1, 2022 (the “Bond Resolution”) and a Paying Agent Agreement, dated as of July 1, 2022, by and between the District and the Escrow Agent, serving as paying agent.
4. The District wishes to appoint the Escrow Agent in order to establish an irrevocable escrow fund to be funded with the proceeds of the 2022 Bonds for the purpose of providing for the payment and redemption of the refunded portions of the Prior Bonds as more particularly identified on Exhibit A hereto (the “Refunded Bonds”) through and including their respective redemption dates.

A G R E E M E N T :

In consideration of the premises and the material covenants contained herein, the District, the Prior Paying Agent and the Escrow Agent hereby agree as follows:

SECTION 1. *Definition of Federal Securities.* As used herein, the term “Federal Securities” means any non-callable direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidence of direct ownership or proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interest must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States Obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States Obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claims of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by Moody’s Investors Service and Standard & Poor’s in the same category as the underlying United States Obligations (without regard to pluses or minuses within a category).

SECTION 2. *Appointment of Escrow Agent; Establishment of Escrow Fund.* The District hereby appoints the Escrow Agent to act as escrow agent for purposes of administering the funds required to pay and redeem the Refunded Bonds as provided herein.

The Escrow Agent is hereby directed to establish an escrow fund (the “Escrow Fund”) to be held by the Escrow Agent as an irrevocable escrow securing the payment and redemption of the Refunded Bonds in accordance with the provisions of the Prior Bond Resolution. If at any time the Escrow Agent receives actual knowledge that the cash and investments in the Escrow Fund will not be sufficient to make any payment required by Section 3 in respect of the Refunded Bonds, the Escrow Agent shall notify the District of such fact and the District shall immediately cure such deficiency from any source of legally available funds. The Escrow Agent has no liability for any such insufficiency.

SECTION 3. *Deposit of Amounts in Escrow Fund.* On July ____, 2022 (the “Closing Date”), the District shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, to be derived from the proceeds of the 2022 Bonds.

SECTION 4. *Investment of Amounts in Escrow Fund.* On the Closing Date, the Escrow Agent shall invest \$_____ of the funds deposited with it pursuant to Section 3 in the Escrow Fund in the Federal Securities identified in Exhibit B hereto, and hold the remaining \$_____ in cash, uninvested which shall be sufficient to make the payments required by Section 5 hereof as certified by Causey Demgen & Moore P.C., Denver, Colorado, as verification agent. The Escrow Agent shall have no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of the Fiscal Service will not, for any reason, accept a subscription of state and local government series securities (“SLGS”) that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall hold such funds uninvested. The Escrow Agent may conclusively rely upon the District’s selection of an alternative investment as a determination of the alternative investment’s legality and suitability and shall not be liable for any losses, fees, taxes or other charges related to the alternative investments or for compliance with any yield restriction applicable thereto.

SECTION 5. *Application of Funds.* All Federal Securities and cash on deposit in the Escrow Fund shall be and are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the Refunded Bonds at the times and in the amounts set forth in the schedule set forth on Exhibit C. The Escrow Agent shall transfer such amounts to the Prior Paying Agent as indicated in such schedule.

Following payment in full of the principal of and interest on the Refunded Bonds and any amounts then owed to the Escrow Agent, all amounts on deposit in the Escrow Fund shall be transferred by the Escrow Agent upon the written direction of the District to the Ventura County Treasurer-Tax Collector to be deposited in the Debt Service Fund established pursuant to the Bond Resolution and applied to pay interest next coming due and payable on the 2022 Bonds.

SECTION 6. *Defeasance Notice; Notice of Redemption.* The District hereby instructs the Prior Paying Agent to provide a Notice of Defeasance of the Refunded Bonds with the Municipal Securities Rulemaking Board Electronic Municipal Market Access (“EMMA”) and to holders of the Refunded Bonds within ten business days of the Closing Date. The sole remedy for the Prior Paying Agent’s failure to file such notice with EMMA shall be an action in mandamus by the holders of the Refunded Bonds for specific performance or similar remedy to compel performance. The form of such Defeasance Notice is set forth as Exhibit D hereto. In addition, the Prior Paying Agent shall provide notice of redemption to the Refunded Bond Owners in accordance with Prior Bond Resolution, not less than thirty or more than sixty days prior to the redemption date.

SECTION 7. *Compensation to Escrow Agent.* The District shall pay the Escrow Agent full compensation for its services under this Agreement, including out-of-pocket costs such as publication costs, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase, substitution or withdrawal of any securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes. The Escrow Agent has no lien upon or right of set off against the cash at any time on deposit in the Escrow Fund.

SECTION 8. *Immunities and Liability of Escrow Agent.* The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and

no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not have any liability hereunder except to the extent of its gross negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages. The Escrow Agent shall not be liable for any loss from any investment made by it in accordance with the terms of this Agreement. The Escrow Agent shall not be liable for the recitals or representations contained in this Agreement and shall not be responsible for the validity of this Agreement, the sufficiency of the Escrow Fund or the moneys and securities to pay the principal and interest with respect to the Refunded Bonds.

Whenever in the administration of this Agreement the Escrow Agent deems it necessary or desirable that a matter be proved or established prior to taking or not taking any action, such matter may be deemed to be conclusively proved and established by a certificate of an authorized representative of the District and shall be full protection for any action taken or not taken by the Escrow Agent in good faith reliance thereon.

The Escrow Agent may conclusively rely as to the truth and accuracy of the statements and correctness of any opinions or calculations provided to it in connection with this Agreement and shall be protected in acting, or refraining from acting, upon any notice, instruction, request, certificate, document, opinion or other writing furnished to the Escrow Agent in connection with this Agreement and believed by the Escrow Agent to be signed by the proper party, and it need not investigate any fact or matter stated therein. The Escrow Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. The Escrow Agent shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Agent and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Agent may at any time resign by giving 30 days written notice of resignation to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to each of the District, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor.

Any bank, corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any bank, corporation or association resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any bank, corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except on the part of any of the parties hereto where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the District shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive

brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the District periodic transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder; provided that the Escrow Bank is not obligated to provide an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date.

The District shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent's gross negligence or willful misconduct. The provisions of this Section 8 shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

SECTION 9. *Termination of Agreement.* Upon payment in full of the Refunded Bonds, and upon payment of all fees, expenses and charges of the Escrow Agent as described above, this Agreement shall terminate and the Escrow Agent shall be discharged from any further obligation or responsibility hereunder.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

SECTION 11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

OXNARD SCHOOL DISTRICT

By: _____
Superintendent

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**
*as Escrow Agent and Prior Paying
Agent*

By: _____
Authorized Officer

EXHIBIT A

IDENTIFICATION OF REFUNDED BONDS

Election of 2012, Series A

Maturities Payable from Escrow	CUSIP†	Principal Amount	Redemption Date	Redemption Price
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0

2012 Refunding Bonds

Maturities Payable from Escrow	CUSIP†	Principal Amount	Redemption Date	Redemption Price
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of McGraw Hill Companies, Inc.

EXHIBIT B

IDENTIFICATION OF ORIGINAL FEDERAL SECURITIES

Type	Maturity Date	Par	Rate	Total Cost
	08/01/2022			
TOTALS				

EXHIBIT C

REFUNDED BONDS PAYMENT SCHEDULE

Payment Date	Interest	Principal Redeemed	Total Payment
8/1/22			
TOTALS			

EXHIBIT D

**FORM OF
DEFEASANCE NOTICE**

NOTICE OF PARTIAL ADVANCE DEFEASANCE

Relating to the advance refunding of
certain maturities of

\$18,390,000 Oxnard School District (County of Ventura, California) General Obligation Bonds Election of 2016, Series A	\$12,240,000 Oxnard School District (County of Ventura, California) 2012 Refunding General Obligation Bonds
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NOTICE IS HEREBY GIVEN by the Oxnard School District of Ventura County, California (the "District") that, on _____, 2022, an irrevocable escrow fund has been established with U.S. Bank Trust Company, National Association, Los Angeles, California, as escrow agent (the "Escrow Agent"), securing the payment a portion of certain maturities of the above-captioned bonds (the "Prior Bonds") as more particularly identified in the following table (those portions to be refunded, being the "Refunded Bonds"):

Election of 2012, Series A

Maturities Payable from Escrow	CUSIP†	Principal Amount	Redemption Date	Redemption Price
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0

2012 Refunding Bonds

Maturities Payable from Escrow	CUSIP†	Principal Amount	Redemption Date	Redemption Price
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0
	692020		8/1/2022	100.0

The deposit for purposes of defeasing the Refunded Bonds has been made pursuant to an Escrow Agreement, dated _____, 2022 (the "Escrow Agreement"), by and between the District and the Escrow Agent. Under the Escrow Agreement, moneys

have been deposited with the Escrow Agent which have been verified to be sufficient to pay principal of and interest and redemption price of the Refunded Bonds through and including the Redemption Date identified above, including accrued interest. Such moneys have been irrevocably pledged to the payment of principal, interest and premium on the Refunded Bonds, and will be invested in federal securities which have been verified to be sufficient in time and amount to pay debt service and redemption price of the Refunded Bonds in accordance with the above table.

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATION PURPOSES ONLY, AND DOES NOT REQUIRE OR SOLICIT THE PRESENT SURRENDER OR EXCHANGE OF THE DESCRIBED BONDS.

Dated: _____, 2022

U.S. Bank Trust Company, National
Association,
as Paying Agent



April 14, 2022

RE: **Oxnard School District
Refunding General Obligation Bonds**

Based upon your request and preliminary review of the information provided to-date, First Foundation Public Finance (“FFPF”) would like express its interest in underwriting and obtaining credit approval for the following Credit Facility to the Oxnard School District, CA (“Borrower”) based on the terms outlined below. This Letter is provided by First Foundation Public Finance for discussion purposes only. *It is not intended to be binding, does not create any obligation on the part of First Foundation Public Finance to Sponsor or any third party, and is not a commitment to lend or agreement of any kind. No obligation whatsoever on the part of First Foundation Public Finance shall arise until execution and delivery of a formal commitment or loan documentation by a duly authorized officer of First Foundation Public Finance, which obligation shall be subject to all of the conditions contained therein.*

The proposed loan conditions are:

STRUCTURE: Term

PURPOSE: Refunding of existing 2012A General Obligation Bonds

MAX. LOAN AMT: \$11,500,000

INTEREST RATE: Tax-exempt NBQ: 2.75% (3.82% taxable equivalent)

RATE LOCK: The Rate will be locked for 60 days prior to dosing. If the Credit Facility fails to close within this period, FFPF reserves the right to adjust the rate.

TERM: 22-years

REPAYMENT: Semi-annual interest and principal payments

AVERAGE LIFE: 13.23-years

PRE-PAYMENT: Prepayment on any payment date at 103% in years 1-2, declining to 102% in years 3-4, and 101% in years 5-6. Redeemable at par beginning in year 7 and thereafter.

COLLATERAL: Obligation to levy property taxes

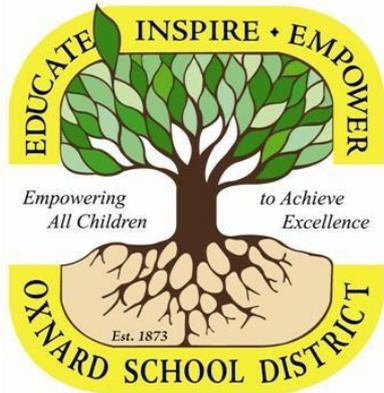
ADDITIONAL TERMS: Documents to be prepared by the Borrower’s Bond Counsel for review by FFPF’s counsel Nixon Peabody, LLP. Legal fees and expenses of Nixon Peabody, LLP is estimated to be \$8,500. All other filing fees and related fees shall be paid by the Borrower in connection with the issuance (including applicable CDIAAC fees).

Periodic financial and collateral reporting by the Borrower, as well as representations and warranties of the Borrower regarding its status and ability to repay, taxability gross-up and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed above will be determined as part of FFPF’s underwriting and credit approval process.

PDF’s of all executed and other documents listed on the Closing Index shall be provided to FFPF no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire, those documents shall be provided immediately after receipt of the wire.

A default rate of Interest + 3.00% will be required.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Deposit Insurance Corporation, Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106.



Oxnard School District

Ventura County

GO Bond Refunding Opportunity

June 1, 2022

6425 CHRISTIE AVENUE SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

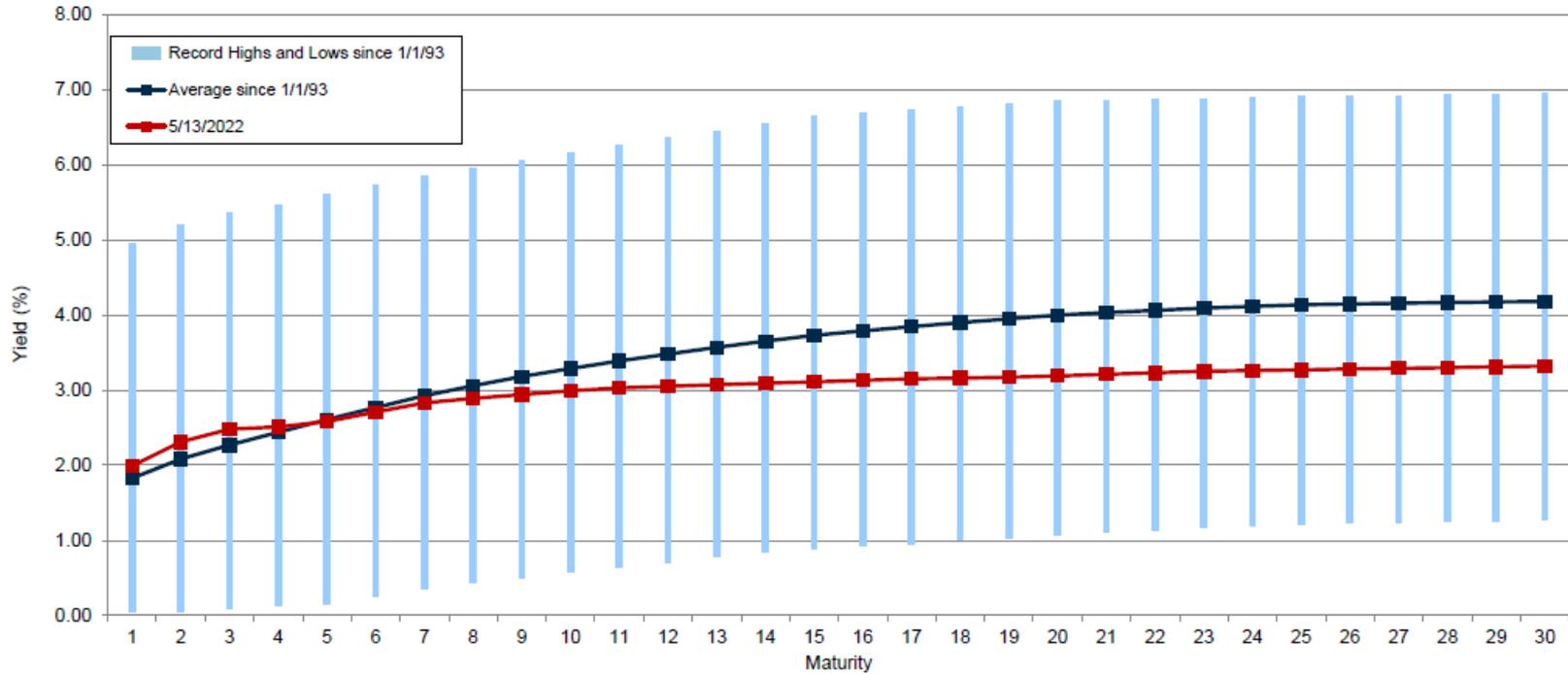
815 COLORADO BLVD SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550



Overview of Refunding Process

- A bond refunding (refinancing) is a transaction where previously issued bonds that carry an above-market interest rate are replaced with new refunding bonds bearing a lower interest rate
- The refunding may be structured to provide level savings in every year, or the savings could be either accelerated or deferred
- The purpose of the refunding is to provide a benefit to taxpayers by lowering local property taxes, which support the interest payments due on the bonds
- Refunding transactions typically do not generate additional construction funds for the District, and the term of the original bonds cannot be extended
- Bonds may be refunded within 90 days prior to the first prepayment date, on a current basis, with tax-exempt proceeds, utilizing a refunding mechanism where funds from the newly issued refunding bonds are deposited irrevocably into a short escrow and are used to pay off the refunded bonds at the first call date
- These type of transactions are typically undertaken once the Net Present Value (NPV) savings exceed 3% of the principal amount of the bonds
- Interest rates are currently near historic lows, providing many districts with the opportunity to refund previously issued debt

Historical Tax-Exempt Interest Rates – Past 30 Years



	1	5	10	15	20	25	30
Record Low since 1/1/93	0.05	0.16	0.58	0.88	1.08	1.22	1.27
Record High since 1/1/93	4.95	5.60	6.15	6.65	6.85	6.90	6.95
Average since 1/1/93	1.83	2.61	3.29	3.73	4.00	4.14	4.18
Current (05/13/22)	1.99	2.58	2.99	3.11	3.19	3.27	3.32

Source: The Municipal Market Monitor (TM3)

Proposed Refunding Plan

- The plan contemplates refunding some previously issued tax-exempt bonds with the proceeds from a new tax-exempt bond issuance, which would bear a lower interest rate due to favorable market conditions
- The bonds to be refunded will be eligible for prepayment on August 1, 2022 and may be refunded within 90 days of the prepayment date by depositing the refunding bond proceeds into a short escrow to pay off the refunded bonds on the first prepayment date; prevailing regulations allow the proposed refunding bonds to be issued as tax-exempt bonds
- Based on current market conditions, refinancing a portion of the existing bonds could generate gross savings of approximately \$930,000 (6.5% NPV) over the next 21 years
- The estimated amount of new bonds to be sold is approximately \$10,650,000, which funds the payoff of principal and interest on the prepayment date, as well as transaction costs of approximately 1.5%
- No additional funds for District projects will be generated from this refunding

Private Placement Transaction & Considerations

- In a private placement, the underwriter serves as a placement agent, and the placement agent solicits price input from multiple investors, usually banks or large financial institutions, and establishes a term sheet for the investor to purchase the entire bond offering
- In this type of structure, the District, CFW, and the placement agent negotiate the rate of borrowing directly with the investor
- In April 2022, the District received a private placement bid from First Foundation Bank to purchase the proposed refunding bonds at an average interest rate of 2.75% over the remaining term of the bonds
- Given recent increases in tax-exempt interest rates, the proposal from First Foundation Bank generates significantly more savings than a public sale option at this time
- The Bank will complete their own credit review internally, so no POS or rating is required; however, bond insurance may need to be procured
- Because there is no rating requirement and fewer documents to prepare, the financing charges and fees for a private placement are typically less than the fees required for a public offering
- If acceptable to the District, the execution of the term sheet and closing of the transaction with First Foundation Bank will occur within 30 days of Board action with property tax savings reflected beginning in the 2022-23 fiscal year

Summary of Bonds Proposed to be Refunded

Bond Series	Estimated Amount to be Refunded	Estimated Interest Rate of Refunded Bonds	Prepayment Date	Estimated Gross Savings
1997 Election, 2012 Refunding	\$350,000	5.00%	8/1/2022	\$3,002
2012 Election, Series A	\$9,195,000	3.47%	8/1/2022	\$936,747
Total	\$9,560,000	3.47%	8/1/2022	\$939,749

- The bonds proposed to be refunded bear interest (coupon) rates of between 3.125% and 5.000%, while the new refunding bonds are estimated to be issued at approximately 2.75%

Year	Old Debt Service	New Debt Service	Savings
2022	\$170,866	\$165,260	\$5,605
2023	\$966,731	\$923,794	\$42,938
2024	\$635,481	\$592,775	\$42,706
2025	\$294,231	\$275,419	\$18,813
2026	\$294,231	\$274,456	\$19,775
2027	\$294,231	\$273,494	\$20,738
2028	\$294,231	\$272,531	\$21,700
2029	\$294,231	\$276,500	\$17,731
2030	\$784,231	\$732,238	\$51,994
2031	\$854,531	\$797,938	\$56,594
2032	\$931,563	\$871,369	\$60,194
2033	\$240,625	\$227,275	\$13,350
2034	\$240,625	\$226,175	\$14,450
2035	\$240,625	\$225,144	\$15,481
2036	\$240,625	\$223,975	\$16,650
2037	\$240,625	\$222,875	\$17,750
2038	\$1,705,625	\$1,592,288	\$113,338
2039	\$1,199,350	\$1,121,194	\$78,156
2040	\$1,199,000	\$1,118,969	\$80,031
2041	\$1,197,425	\$1,120,988	\$76,438
2042	\$1,199,625	\$1,122,181	\$77,444
2043	\$1,195,425	\$1,117,550	\$77,875
Total	\$14,714,134	\$13,774,385	\$939,749

Sample Timeline for 2022 Refunding Bond Issuance

- June 1: Board considers refunding Resolution, transaction term sheet, and other required legal documents
- June 6: District staff executes term sheet with bond purchaser (lock in interest rates)
- June 15: All legal documents are finalized
- June 22: Close transaction (bond proceeds deposited with escrow agent)

Note: Due to high market volatility and a limited pool of investors for municipal bonds, actual savings may vary substantially. Correspondingly, the finance team will be in communication with District staff and seek permission to proceed with the sale, based on adequate savings, prior to completing the transaction

General Information Exclusion Disclosure

CFW Advisory Services LLC is fully registered with and regulated by the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB)

IMPORTANT: PLEASE REVIEW. CFW Advisory Services, LLC (“CFW”) has prepared the attached materials. These materials consist of factual or general information (as defined in Section 975 of the Dodd Frank Wall Street Reform and Consumer Protection Act, as amended, otherwise known as the “Municipal Advisor Rule”) including information regarding CFW’s professional qualifications and prior experience.

These materials have been prepared by CFW for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. To the extent that CFW provides any alternatives, options, views, analysis, calculations or examples in the attached information, such information is not intended to suggest that the municipal entity or obligated person could achieve particular results in any municipal securities transaction.

Any terms and conditions presented in the attached materials are subject to further discussion and negotiation. CFW does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. Where indicated, this presentation may contain information derived from sources other than CFW. While we believe such information to be accurate and complete, CFW does not guarantee the completeness and accuracy of this information. This material is based on information currently available to CFW or its sources and is subject to change without notice. Any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 01, 2022

Agenda Section: Section A: Report

Report and Approval of Universal Prekindergarten (UPK) Implementation Plan for fiscal years 2022-2026 - AB22

With the passing of AB22 Universal Prekindergarten, California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, such as Universal Transitional Kindergarten (UTK) for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

In accordance with EC Section 8281.5, each LEA is to create a plan articulating, how all Children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (EC Section 8281.5).

FISCAL IMPACT:

None

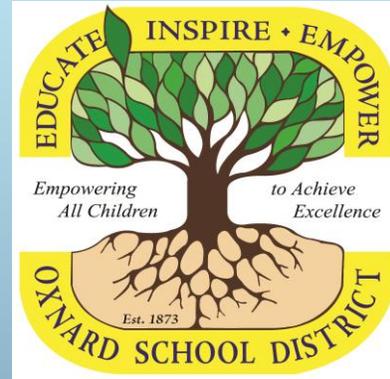
RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, and the Director of Early Childhood Education Programs, that the Board of Trustees approve the Universal Prekindergarten Implementation Plan as presented above.

ADDITIONAL MATERIALS:

Attached: [UPK Implementation Plan - Board Presentation \(Valdes\).pdf](#)
[OSD UPK Implementation Plan - BOT on 6-1-2022.pdf](#)

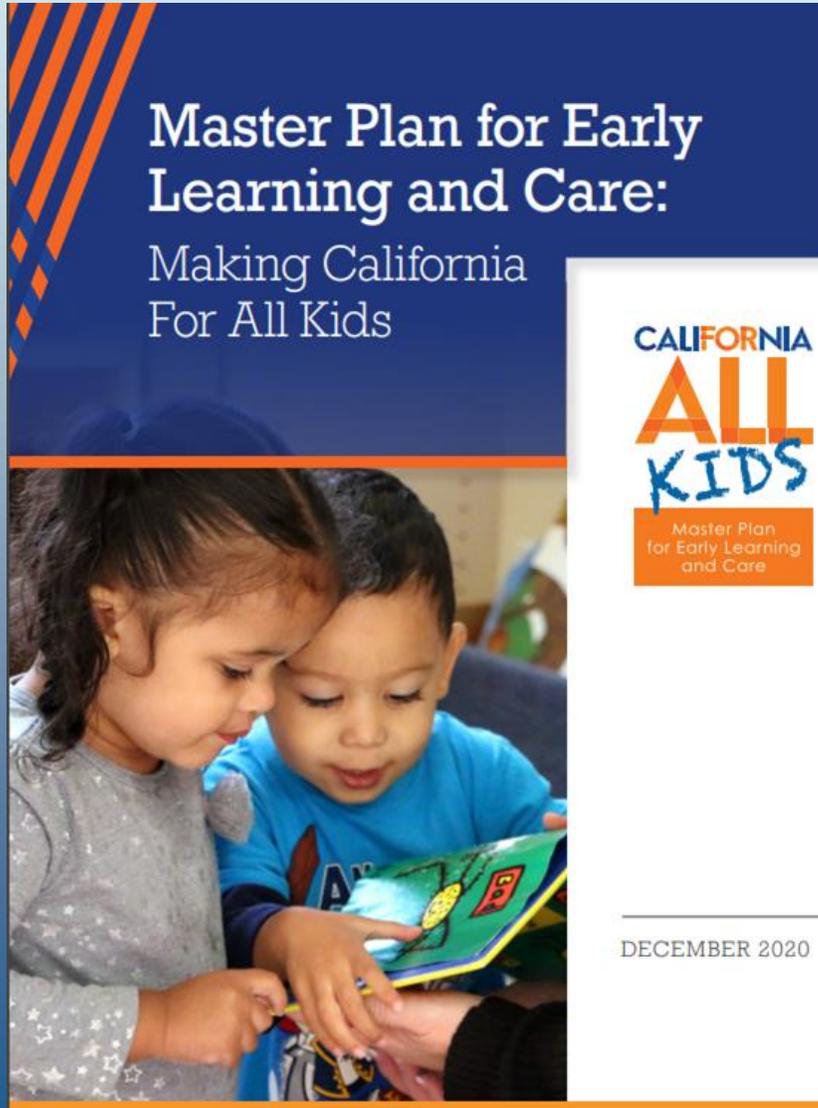
UNIVERSAL PREKINDERGARTEN IMPLEMENTATION PLAN



Oxnard School District Board of Trustees
June 1, 2022

Noemi Valdes
Director Early Childhood Education Programs

MASTER PLAN FOR EARLY LEARNING AND CARE



Goal 1: Unify and Strengthen Programs and Services to Support Children’s Learning and Development

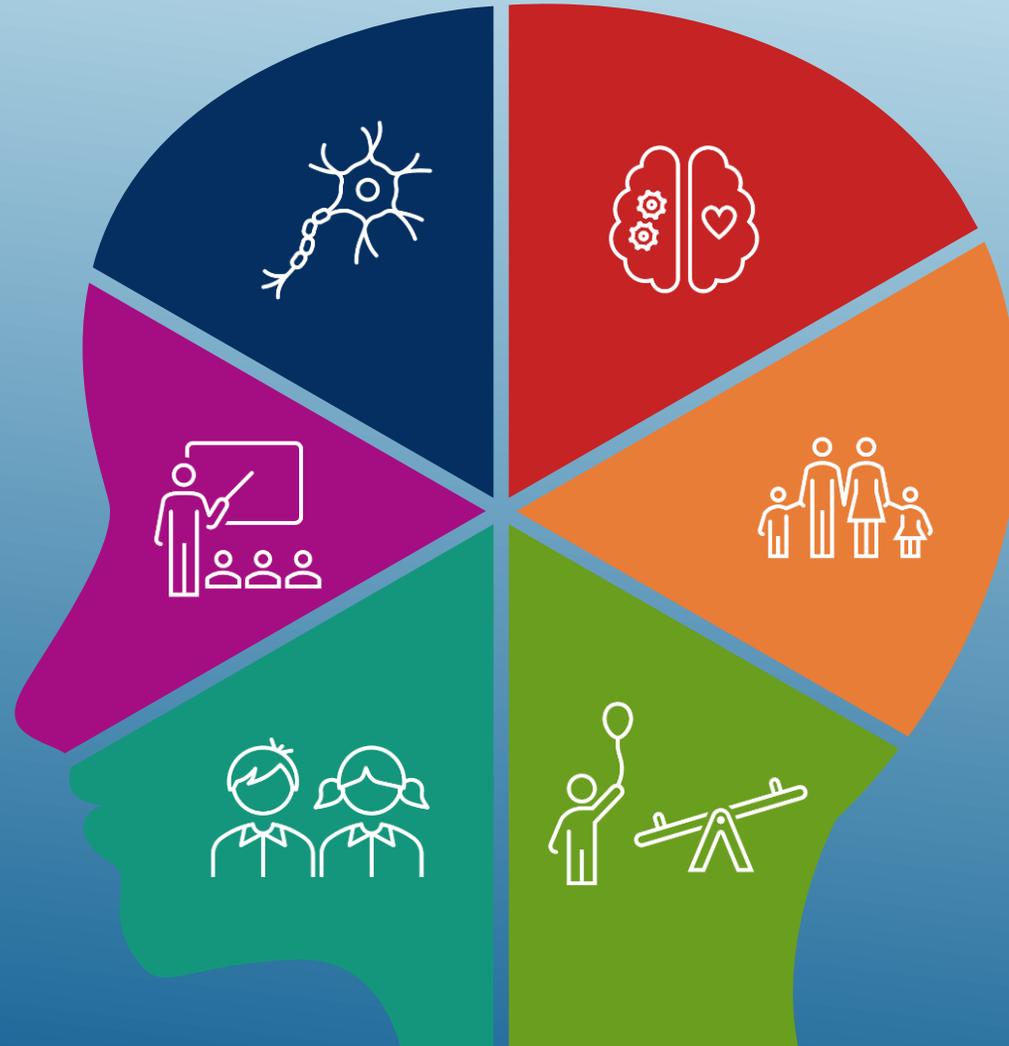
“Expand access to preschool for all four-year-olds over time, building on California’s TK program . . . ”

WHY DOES IT MATTER?

90% of brain growth happens before kindergarten

Research has shown high quality preschool paired with a focus on alignment through the early grades and providing differentiated instruction leads to the best outcomes for students

Early preventive intervention is more efficient and produces more favorable outcomes than remediation later in life



In situations where toxic stress is likely, intervening as early as possible is critical to achieving the best outcomes

Supportive relationships and positive learning experiences are essential. Young children's brains require stable, caring, and interactive relationships with adults

Children's learning is best promoted through a strengths-based, play-based approach to joyful, engaged learning that supports their emotional, social, cognitive, and language development

RESEARCH: “WHOLE CHILD” FACTORS ARE THE STRONGEST PREDICTORS OF ACADEMIC SUCCESS



MENTAL HEALTH

- There is a significant causal relationship between student mental health and dashboard indicators (chronic absenteeism, suspension/expulsion, and graduation rates)
- Research demonstrates that trauma impedes the brain’s ability to absorb and process information.



EARLY LEARNING

- Early learning is, dollar for dollar, the most effective investment to close the socio-economic achievement gap.
- Students who attend a high-quality full-day early learning program are 40% more likely to read at grade level.*



SOCIO-ECONOMIC FACTORS

- The two strongest indicators of academic success are family income and parent educational attainment.
- When schools help to meet the needs of the family, families are able to free up time and resources to support students’ academic achievement.



PHYSICAL WELL-BEING

- Students experiencing hunger and pain perform less well academically.
- Children’s basic needs (food, housing, nurture) must be met before they can meaningfully engage in learning.**

HISTORIC INVESTMENTS IN WHOLE CHILD, WHOLE FAMILY



- **Universal PreKindergarten (UPK)**
 - All 4-year-old children eligible for TK by 2025/26
 - 8,700 new full-day preschool slots & 200,000 new childcare slots
- **Expanded Learning Opportunities Program (ELO-P)**
 - New after, before, and summer school opportunities for TK to 6th grade
 - Universal access for districts with 80%+ unduplicated pupils
- **Universal Meals**
 - All students regardless of FRPM eligibility can get two free meals
- **CA Community Schools Partnership Program (CCSPP)**
 - Establish integrated systems with social services and health agencies to increase access to services and community decision-making
- **Children & Youth Behavioral Health Initiative**
 - Increase school-based mental health services for students

Universal Prekindergarten (UPK)



- ✓ Universal Transitional Kindergarten (UTK) - 4 year olds
- ✓ CA State Preschool Programs - 3 year olds
- ✓ Other Early Childhood Education Programs - Birth to 5
Head Start, Migrant Head Start, Licensed Childcare



Preschool to 3rd Grade Alignment

UNDERSTANDING 3 NEW REQUIREMENTS

Expands TK eligibility over a 3-year period with all 4-year-old children, regardless of income, becoming eligible for TK by 2025/26.
(Ed Code 48000)

TK
EXPANSION
(UTK)

Requires all LEAs to provide access to 9 hours of combined learning and care to 50% of enrolled unduplicated TK – 6th graders.
(Ed Code 46120)

ELO-P

Requires all LEAs operating kindergarten to create a plan for how all 4-year-old children will have access to full-day early learning.
(Ed Code 8261.5)

UPK
Plan

UTK LEGISLATIVE CHANGES

Age Eligibility

2022-2023 students turning 5 years old September 2nd to February 2nd
Full implementation 2025-2026

Maximum Class Size

2022-2023 Max of 24 students

Adult/Child Ratio

1 adult:12 students (2022-2023)
1 adult:10 (2023-2024)
TK Teacher and Paraprofessional



TK Teacher Qualifications

Multi-Subject Credential & 24 ECE Units by August 2023
Pathways towards Credentials for Classified and Certificated Staff

UTK LEGISLATIVE CHANGES

Standards & Assessments

Aligned to CA Preschool Frameworks & Foundations
Developmental Appropriate

Whole Child Approach to Instruction

SEL, Language, Physical, Literacy, Math, Science
Developmentally Appropriate Practices
Play Based Learning



Biliteracy

Incorporate TK into district's pathway
towards Biliteracy

UTK LEGISLATIVE CHANGES

Whole Child Assessments

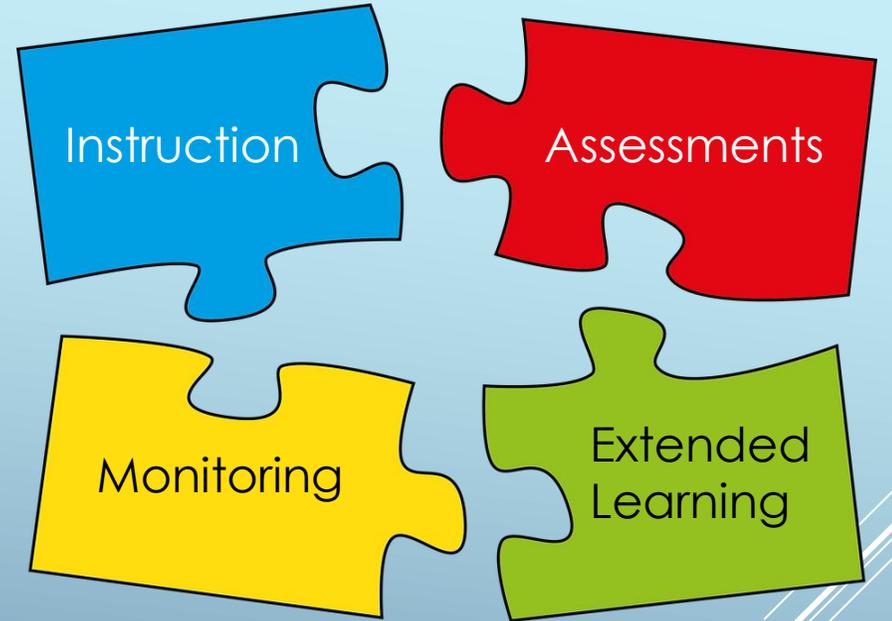
- Developmental Assessments & Screenings
- Instructional & Social-Emotional
- Strengths based case management
- Referrals to community resources

Extended Day

- Provide full day learning opportunities for a total of 9.0 hours
- Full day includes instructional hours plus afterschool enrichment

Facilities

- TK Classrooms meet Title 5 Compliance for Kindergarten
- Funding released to address facility needs



UPK IMPLEMENTATION PLANNING PROCESS & TIMELINE

UPK Planning Elements & Process

- Articulate how districts will facilitate access to full-day learning
- Look to LCAPs to identify relevant opportunities for alignment
- Plan is aligned to the district's vision of P-3 grade
- Gather projected enrollment & needs data

Timeline

- COE reviewed draft & provided feedback
- Board approval June 30th
- Due to CDE by July 31, 2022



UPK Plan Components

Projected Enrollment and Needs

A. Vision and Coherence

B. Community Engagement and Partnerships

C. Workforce Recruitment and Professional Learning

D. Curriculum, Instruction, and Assessment

E. LEA Facilities, Services, and Operations

Projected Enrollment and Needs Assessment Data Highlights

- **Assessment Outcomes**

DecisionInsite, R&R, LPC, Census

63% of VC children ages 0-5 live in Oxnard

6,929 preschool aged children live within Oxnard Zip Codes

70% of preschool children come from working families

Capacity to serve only 48.7% of working families

80.5% meet subsidized eligibility requirement

Do not access due to costs or limited hours of service

- **Stakeholder Presentations & Feedback Sessions**

DLAC, Mixteco, African American, PAC

Participation in VCOE Network Meetings

Presentations to COE and state wide webinars 21CSLA, ELOP

A. Vision and Coherence Highlights



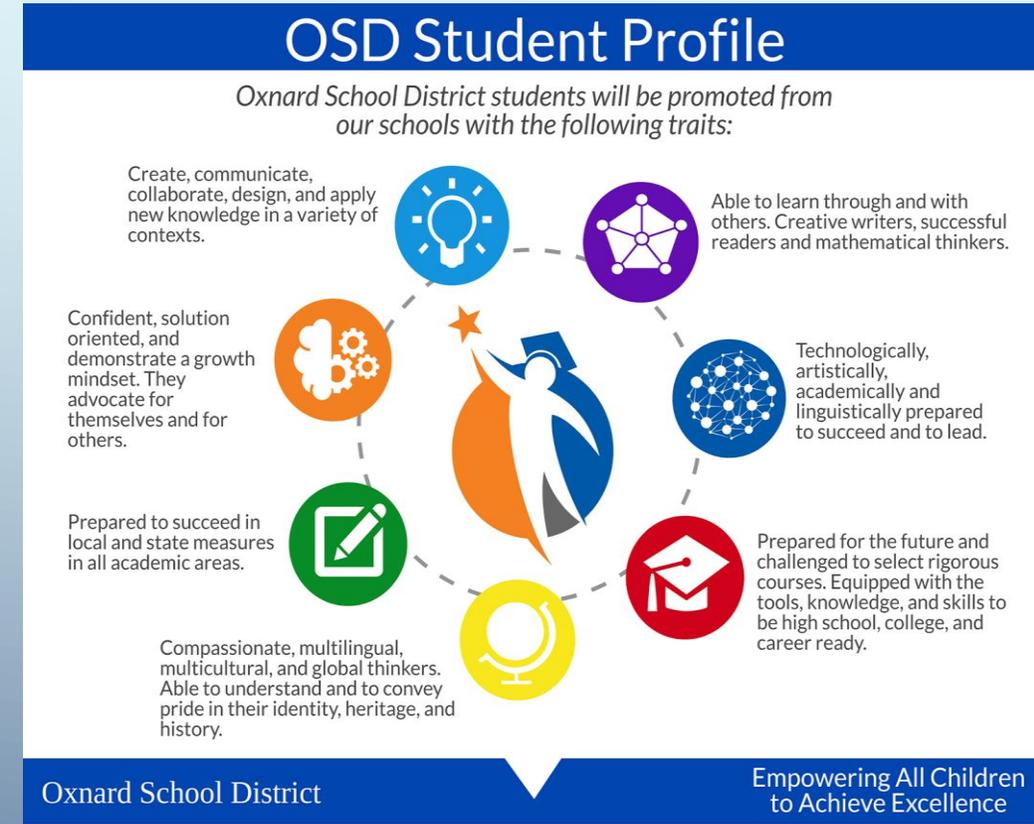
ECE Aligned to District Approaches

Vision, Mission
Student Profile
Pedagogies

ECE Purposeful Integrated

LCAP – ECE incorporated in Goal 1.8
Preschool – 3 Cohesive Collaboration

Enrollment Students turning 5 September 2nd - September 1st



B. Community Engagement and Partnerships Highlights

- **Preschool – 3rd Grade Cohesion & Collaboration**

Vertical and grade level articulation teachers PreK-3

Preschool & TK Data

Shared learning opportunities

Extending opportunities to ECE Partners in 2022-2023

- **Early Childhood Education Partners**

Long Term Relationships - Formal Agreements

CSPP for 3 year olds

Extended Learning Providers



C. Workforce Recruitment and Professional Learning Highlights

- **OSD granted Teacher Residency Grant**
Special Education, Bilingual, & now inclusive of TK
- **Consortium partner with VCOE Pathways toward Credentialing**
Early Education Development Grant
- **Professional Development Series**
Topics related to new instructional changes
Supports for Elementary Principals
- **TK Teachers & Preschool Teachers Paired in Classrooms**
Provide supports for very young learners



D. Curriculum, Instruction, and Assessment Highlights

- **TK instructional hours aligned to Kindergarten**
- **Developmentally Appropriate Practices**
 - Age Appropriate Curriculum
 - Play Based Instruction
 - Developmental Assessments (DRDP)
- **Inclusive & Early Identification Practices**
 - Collaboration between SPED and General Ed Learning Partners
 - Multi-tiered Systems
 - Joint Professional Development
- **Biliteracy Pathways**
 - 50/50 Biliteracy Program



E. LEA Facilities, Services, and Operations Highlights

- **Inventory of TK Spaces**
 - Walked Campuses
 - Identify indoor/outdoor spaces
 - Furniture and Instructional Material Needs
- **Applying for Facility Grant Funding**
 - Additional Title 5 compliant classrooms



TK Sites 2022-2023

Brekke
Harrington
McAuliffe
Ritchen

DLI schools

Driffill
Lemonwood
McKinna
Rose Avenue

Elm
Marina West
Ramona
Sierra Linda



SAMPLE EXPANDED LEARNING DAY

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00–1:00	TK/Kindergarten Instructional Day (ADA funding)				
1:00	Transition to Extended Day (ELO-P funding)				
1:05-1:20	Snack				
1:20-1:45	Welcome and Social-Emotional Learning Circles				
1:45-2:00	Homework Help				
2:00-2:15	Sing/Dance/Music				
2:15-2:30	Read Aloud	Review Read Aloud	Read Aloud	Review Read Aloud	Choose Favorite
2:30-2:50	Journal/Writing	Science	Journal/Writing	Science	Journal/Writing
2:50-3:20	Outdoor/Physical Activity				
3:20-3:40	Quiet Time/Resting				
3:40-4:00	Math	Art	Math	Art	Math
4:00-4:15	Sing/Dance/Music				
4:15-5:00	Exploration	Board Games	Exploration	Board Games	Exploration

THANK YOU!



QUESTIONS?

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies

Released – December 17, 2021

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Universal Prekindergarten Planning and Implementation Grant Program – Planning
Template

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Universal Prekindergarten in California

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

The California Universal Prekindergarten Planning and Implementation Grant Program – Overview

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

local and community-based partnerships.¹ It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California *Education Code (EC)* Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (*EC* Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine

¹ In addition, \$100 million is available to LEAs for workforce development through a separate competitive request for applications (RFA). The \$100 million available for workforce development will not be addressed in this document.

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

hours of combined instructional time and expanded learning opportunities per instructional day (*EC* Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

Planning Template Purpose

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of *EC* Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.²

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the

² See Appendix II for additional planning questions for LEAs that are ready to develop more advanced UPK and preschool through third grade (P–3) plans.

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

June 30, 2022, deadline for LEAs to present their plans to their governing boards.³

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
 - a. Vision and Coherence
 - b. Community Engagement and Partnerships
 - c. Workforce Recruitment and Professional Learning
 - d. Curriculum, Instruction, and Assessment
 - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

³ The required questions referred to in this template are being provided to LEAs in advance of the survey to assist in the planning and Implementation process.

Accompanying Guidance

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
 - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
 - b. Funding sources that can be utilized for facilities;
 - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

Directions, Timeline, and Suggested Planning Process

LEAs are encouraged to use this template to fulfill the *EC* Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.⁴

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.⁵
5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council),

⁴ The CDE may collect additional data related to UPK implementation in future years as well.

⁵ LEAs can obtain a list of licensed ELC providers operating within the LEA's enrollment zip codes by contacting their county R&R. LEAs can also collaborate with APPs in their county to share information about the engagement activities with ELC providers in the county. See the CDE Guidance Document to learn more about R&Rs and APPs and how to find the R&R(s) and APP(s) in your county. In addition, as local partnerships, LEAs should and can work with local Head Start grantees to discuss the Head Start needs assessment allowing for better coordination and collaboration.

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and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.⁶

6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by **June 30, 2022**.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

Key Considerations

Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (*EC* 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

⁶ The purpose of this engagement process is to ensure that diverse community voices and interests are uplifted and used to inform the development of a UPK Plan that meets families' and communities' needs. The LEA should develop a process that allows for authentic, inclusive, and meaningful input.

Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
Eligibility	Turn five between September 2 and December 2; at district discretion, turn five between December 3 and the end of the school year	Turn five between September 2 and February 2; at district discretion, turn five between February 3 and the end of the school year	Turn five between September 2 and April 2; at district discretion, turn five between April 3 and the end of the school year	Turn five between September 2 and June 2; at district discretion, turn five between June 3 and the end of the school year	Turn four by September 1
Ratios	Not specified	1:12	1:10**	1:10**	1:10**
Class Size	24	24	24	24	24

* average class size across the school site

** Subject to future legislative appropriation

Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of

parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA's UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community's needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (*EC Section 46120*). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

Creating Joint or Aligned Plans

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

UPK Planning Template

Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. Please complete the following table:

1.

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
Oxnard School District	Dr. Karling Aguilera-Fort	kaguilerafort@oxnardsd.org	(805) 385-1501

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

a. Yes

b. No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan? [open response]

Projected Enrollment and Needs Assessment

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)

Oxnard School District utilized various data sources to determine the needs of families with young children, including Local Planning Council of Ventura County *2021 Needs Assessment report*, and *Ventura County Child Care Needs* report provided by Child Development Resources of Ventura County, Inc., the county's Resource and Referral agency. Oxnard is the largest city in our county, with 63.3% of children ages 0-5 living within our city. There are 6,929 preschool aged children (3-5 years) living in zip codes within the Oxnard School District. 70% of preschool aged children included in this data are from working families. Center-based and family child care providers located within our district boundaries have the capacity to serve only 48.97% of children from working families, leaving more than 51% of families with preschool aged children without structured early learning and/or childcare support. Further data indicates 80.5% of working families living within our district boundaries meet the state eligibility requirements for subsidized child care, but are not accessing due to the limited number of spaces, the limited hours offered by child care providers, and/or costs of full-day care.

Oxnard School District utilizes *DecisionInsite*, a leading provider of data management and professional learning solutions in education, to provide comprehensive insights that assist the district in making enrollment projections. The agency utilizes a combination of enrollment analytics, location intelligence, and real-world data to provide the full picture and impact to enrollment. Historically this organization has provided reliable data that has assisted our district to plan for either an increase and/or a decline in enrollment. The California Department of Education also made projections available to LEAs. Both sources of data indicate that although enrollment is declining in our district for K-8th grades, all projections indicate an increase in TK enrollment over the next few years.

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The combination of these multiple data sources clearly indicates an unmet need in our community and how UTK can extend learning opportunities for the youngest learners in our district.

- Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA’s TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26.⁷ Complete the following tables.⁸

Table: Projected Student Enrollment

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) ⁴	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students	181	192	400	500	600	750
CSPP (if applicable)	160	257	374	374	374	374

Table: Facilities Estimates (Cumulative)

⁷ If the administration of kindergarten will be impacted by the implementation of UPK, (for example, through the use of combination classes), add additional rows to the table and develop estimates for the number of kindergarten students, classrooms, teachers, and teacher’s assistants will be needed, in addition to those estimates that are required for reporting to CDE.

⁸ See the implementation schedule above for changes in teacher/adult ratios over the implementation period.

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Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms	9	9	17	21	25	32
CSPP Classrooms	8	8	13	13	13	13
Head Start or Other Early Learning and Care Classrooms	N/A	N/A				

Table: Staffing Estimates (Cumulative)

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK		9	17	21	25	32
TK Teacher’s Assistants			17	21	25	32
CSPP (if applicable)	16	17	16	16	16	16
Other CSPP Classroom Staff (if applicable)	18	32	32	32	32	32

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Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
Early Education District-level staffing (if applicable)	5	6	6	6	6	6

- As part of the ELO-P requirements, *EC* Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

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Table: Projected Number of TK Students Utilizing Extended Learning and Care

Pending funding, the projected number of slots for TK students is as follows:

2019–20	Current	2022–23	2023–24	2024–25	2025–26
0	0	240	300	360	420

Table: Projected Number of Slots Available for TK Students

Pending funding, the projected number of slots for TK students is as follows:

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP						
Head Start						
ASES Program/ELO-P	0	0	240	300	360	420

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Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

There are no required questions in this section.

Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What is the LEA's vision for UPK? [open response]

The Oxnard School District (OSD) Board of Trustees, administrators, teachers, and parents value early childhood education (ECE) and the contributions it makes towards school readiness for our youngest learners.

Early childhood education is aligned to all district approaches, from our Mission and Vision, Student Profile, Literacy/Biliteracy and Mathematic Pedagogies, to social emotional support and service framework. The Student Profile are characteristics, skills, and traits we want all students to achieve and leave our district with on their journey towards high school.

Early childhood education is purposefully integrated in our district educational infrastructure and investment practices. This purposeful integration ensures all prekindergarten aged children and families receive the same intent, level of attention, and services for access to the same possibilities as other grades.

2. In addition to TK, what service delivery models will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice. [open response]

In order to meet the needs of families in our community, the Oxnard School District is implementing a mixed model of services in its Universal PreKindergarten programming. This includes Transitional Kindergarten for 4 year olds, including early admittance TK for students born after February 2nd, and extended learning experiences after school for up to a full nine hour day for

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families opting for this service. After school services focus on enrichment activities such as art, music, dance, STEAM, and homework assistance.

For younger children, OSD will continue to collaborate with local early childhood education partners from our community, such as:

- First 5 Commission to provide Parent and Child Together (i.e. mommy/daddy & me) activities for infants/toddlers and family strengthening and resource & referral services on district campuses.
- Early learning agencies to provide CSPP, Head Start, and Migrant Head Start full day and/or half day services for 0 to 3 year olds -on district campuses.

Our intent is to create an integrated and comprehensive system of services and care for our community of young learners.

3. Describe the planned administrative structure that will support and monitor the UPK program and facilitate connections with the ELO-P as well as non-LEA-administered early learning and care programs that will support the extended learning components of UPK. [open response]

OSD's administrative structure represents the relationship among and between roles and responsibilities that will support and monitor a comprehensive UPK program:

- **Board of Trustees** sets direction for the district, approves policies that establish structures and ensures accountability.
- **District Superintendents** advocate and promote the success of all students, assure collective responsibility and accountability for implementation of vision, goals and policies, for communicating a common vision, and positive organizational structure.
- **Department Directors** assure educational programs and services operate efficiently and adhere to state and federal regulations as well as board guidelines, gather and analyze data toward program improvement, support school site administrators and teachers.
 - **Director of Early Childhood Education** assures connection and collaboration is maintained with local early childhood education partners that provide services to young children and their families.
 - **Director of Enrichment and Special Programs** assures connection and collaboration is maintained with local agencies that provide extended day learning opportunities.

4. Identify and assign each individual that will be responsible for key functions pertaining to implementing UPK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others). [open response]

Dr. Karling Aguilera-Fort Superintendent

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Dr. Anabolena DeGenna	Assistant Superintendent of Educational Services
Dr. Victor Torres	Assistant Superintendent of Human Resources (Workforce recruitment and preparation support)
Valerie Mitchell	Assistant Superintendent Business & Fiscal Services
Dr. Aracely Fox	Director of Teaching & Learning (Curriculum, English Language Learners, Professional Development)
Anna Thomas	Director of School Performance and Student Outcomes (Data Collection & Assessments)
Dr. Jodi Nocero	Director of Pupil Services (MTSS and Support Services)
Danielle Jefferson	Director of Special Education
Dr. Ginger Shea	Director of Enrichment & Specialized Programs (ASES & ELO-P)
Noemi Valdes	Director of Early Childhood Education (State Preschool, TK Plan roll-out, partnerships with 0-5 ECE partners, -Professional Development PreK/TK)
Dana Miller	Director of Facilities

5. Identify how UPK leadership will be integrated in the decision-making process at the executive or cabinet level. [open response]

Early childhood education and the Expanded Learning Opportunity Programs are purposefully integrated in our district educational infrastructure, funding and investment practices. ECE Director and Director of Enrichment and Specialized Programs form part of the Instructional Leadership Team, assuring UPK and ELOP have a voice and seat at the decision-making table.

UPK and ELOP elements are presented at the executive and cabinet level for discussion, input, and direction. Early Childhood Education and ELOP information is shared with the governing board through transmittals, presentations and/or documents for approval.

6. Describe how the LEA's proposed UPK model will be integrated with the district's LCAP. [open response]

Early childhood education is purposefully integrated in our district educational infrastructure and funding and investment practices. UPK is included in all LCAP goals and actions to support the UPK model, - for example- LCAP Goal 1.8 includes the action *Further Develop Early Childhood Education*.

Following are actions to maximize the effectiveness of UPK services:

- Preschool - 3 Grade Alignment: support articulation between PreK-3rd grade- to share grade level goals and expectations in order to effectively design and deliver lessons appropriate to the academic needs of students and build vertical coherence of educators

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- Assign Preschool Teachers to TK classrooms to meet ratios and assist with the delivery of developmentally appropriate instructional practices
- Provide joint professional development for TK and Preschool Teachers on topics such as Preschool Frameworks and Foundations, Desired Results Developmental Profile, and Teaching Pyramid for Social-Emotional Supports

7. Describe how the LEA plans to ensure the inclusion of students with disabilities in UPK classrooms and who will be involved in the process. [open response]
Oxnard School District is experiencing an increase in the number of students receiving Special Education services for Preschool - 8th grade. Oxnard School District will ensure inclusion by working collaboratively across special education and general education learning partners.

The special education department will plan joint professional development in the areas of behavior/classroom management, implementation of accommodations and differentiation of instruction for UPK teachers. Managers of Special Education and Program Specialists will be available for consultation and will actively provide guidance for the UPK classrooms to ensure a comprehensive and meaningful understanding of the students' needs, as well as proactive interventions for support.

Oxnard School District is participating in the local SELPA series *Zooming Out/Zooming In* training as well as *Inclusive Early Education Expansion Program* spearheaded by Ventura County Office of Education which includes joint professional development for SPED and General Education teachers working with preschool students and we understand there may be a possibility that this may be extended to TK teachers.

8. Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners. [open response]
The Oxnard School District has long standing working relationships with early education and after school service partners. Through formal agreements approved by our governing board, we lease classroom space to various early childhood education partners that deliver First 5, CSPP, Head Start, and Migrant Head Start services to children ages 0-5.

Extended day services are provided through formal agreements approved by our governing board. The City of Oxnard Recreation Department, and a myriad of arts, music, and STEAM vendors, provide a well-rounded after school enrichment program.

The Oxnard School District plans to maintain and enhance partnerships next school year by opening opportunities for collaboration between Preschool - 3rd grade teachers as described in sections above and in Focus Area B Community Engagement and Partners.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]
 - a. TK offered at all sites
 - b. TK offered at some sites
 - c. TK stand-alone classes
 - d. TK and kindergarten combination classes
 - e. CSPP and TK combination classes (CSPP funding and ADA funding)
 - f. Locally-funded preschool and TK combination classes
 - g. CSPP stand-alone classes
 - h. Head Start stand-alone classes
 - i. Other – Parent choice to enroll in ECE partners with programs on district campuses.
2. Does the LEA plan to implement full-day TK, part-day TK, or both?⁹ [select one]
 - a. Full Day TK
 - b. Part Day TK
 - c. Both

3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why. [open response]

The most recent TK enrollment projections support implementing TK in a number of strategic locations throughout the district. Specifically, OSD will offer TK at multiple sites in each of our four district quadrants. Additional classrooms will open as enrollment increases throughout the school year.

Each quadrant will include sites offering Dual Immersion and English only instruction, allowing parents ample language options.

4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]
 - a. Yes - the LEA applied to expand its existing CSPP contract in 2022–23
 - b. Yes - the LEA applied for a new CSPP contract in 2022–23
 - c. ~~Yes - the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)~~

⁹ The minimum length of instructional time that must be offered to constitute a school day is 180 minutes (EC sections 46117 and 46201). By statute, the maximum school day in kindergarten is four hours ("part day") (EC Section 46111). However, EC Section 8973 allows schools that have adopted an early primary program (extended-day kindergarten or "full day") to exceed four hours. Furthermore, EC Section 48000 states that a TK shall not be construed as a new program or higher-level service. In general, the number of required instructional minutes for TK is 36,000 minutes per year.

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- d. Yes - the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)
 - e. No - the LEA has no plans to begin or expand a CSPP contract in future years
 - f. No - the LEA plans to relinquish or reduce CSPP services in future years
5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]
- a. **Three-year-old children**
 - b. Four-year-old children who will not be enrolled in TK in the current school year
 - c. Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)
 - d. Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day)
6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?
- a. 2022–23 (Birthdays February 3 or after) [select one]
 - i. **Yes**
 - ii. No
 - iii. Maybe
 - b. 2023–24 (Birthdays April 3 or after) [select one]
 - i. **Yes**
 - ii. No
 - iii. Maybe
 - c. 2024–25 (Birthdays June 3 or after) [select one]
 - i. **Yes**
 - ii. No
 - iii. Maybe

Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.

1. How does the LEA’s UPK Plan prioritize parental needs and choices? [open response]

The Oxnard School District disseminated information to parents to increase awareness of changes to UPK, and to gather information about UTK through different platforms including: local radio stations, a series of enrollment webinars (2/6/2022 and 3/3/2022), LCAP educational partner meetings (2/9/2022), and other parent groups; African American Advisory Committee (5/10/2022), Mixteco Advisory Committee (4/5/2022), PTA (4/25/2022), and District English Language Advisory Committee (4/22/2022), Parent Advisory Committee (5/10/22), and the OSD Website.

The information focused on program eligibility, what the program will offer (extended care opportunities before school, after school, and summer session), teacher-student ratios, staffing, research findings about the benefits of attending preschool, parent choice (families can choose to enroll their children in private preschool programs or keep their children at home), and program options.

This information was paired with the data provided by the local Resource & Referral and the Local Planning Council; see projected enrollment and needs assessment section of the UPK Plan. Data gathered indicates the Oxnard School District community consists of working families with a high level of full day childcare needs. Our implementation plan addresses this identified need by offering parents a choice to have their TK and Kindergarten students participate in extended day learning opportunities; offering a full 9 hours of services inclusive of the regular TK instruction day and after school enrichment services.

2. How does the LEA plan to meaningfully engage extended learning and care partners in the development of the LEA’s UPK Plan? [open response]

The Oxnard School District has long standing working relationships with early education and after school service partners. Through formal agreements approved by our governing board, we subcontract vital services in the areas of early childhood education and afterschool care.

Partners were invited to attend discussion sessions in person and/or via zoom to hear the district’s focus areas for UPK implementation, and to engage in discussion related to their perspectives and how their agencies are able to be directly involved in the planning and implementation phases. We are pleased with their active participation and interest in providing direct services to our students, families, and community.

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The Oxnard School District plans to maintain and enhance partnerships and relationships will continue next school year by opening opportunities for collaboration between teachers, Preschool - 3rd grade, as described in sections above and in *Focus Area B Community Engagement and Partners*.

3. What actions does the LEA plan to take to partner with local R&Rs; LPCs; and existing early education, child care, and expanded learning providers within the LEA's attendance boundary to support parents to access services across LEA-administered and non-LEA-administered programs for extended learning and care and other supports? [open response]

The Director of Early Childhood Education is an active participant on a myriad of county early learning councils and committees, representing the Oxnard School District as the LEA representative on the Local Planning Council (LPC), as a member of the LCP Executive and Quality Committees. Committee members include representatives of the local Resource and Referral agency, childcare providers, after school programs, and local colleges and universities that serve children and families living within the district boundaries and throughout Ventura County.

Participation on these committees allows agencies to broach topics related to and affecting early childhood programs and care, access to and sharing of data and information important to accessing services for children and parents, as well as advocating on a local and statewide level for the needs of young children and their families.

The Oxnard School District will continue to be active participants in these local and county wide opportunities.

4. How does the LEA plan to create or grow partnerships with early learning and care providers serving children with disabilities (including how the LEA plans to collaborate with their SELPA to enroll more children with disabilities in inclusive UPK opportunities)? [open response]

The Oxnard School District actively collaborates with the Ventura County SELPA through a preschool collaborative which includes special education representatives from the special education preschool programs across the county. In addition, the general education preschool programs for Oxnard School District work alongside the special education programs within the District to service the individualized needs of all preschoolers, which at times results in assessment and the provision of special education services. The least restrictive environment is always considered when deciding placement for special education preschoolers at their transition to UPK or kindergarten. Training for general education teachers on accommodations in the general education classroom have been provided and the special education department plans to continue with this training in addition to classroom/behavior management and differentiation of instruction; in order to support an inclusive learning model.

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The Oxnard School District participates and is a grant awardee of the Ventura County Inclusive Early Education and Expansion Program (IEEEP). The goal of this collaboration is to increase access to inclusive early learning programs especially for low-income and high-need communities. Through this agreement, the Oxnard School District is eligible to access professional development on inclusive and social emotional instructional practices as well as funds for the purchase of adaptive equipment and materials to serve preschool children with identified needs, increasing access to general education with like peers.

- Develop sample program schedules that describe how the requirements of the ELO-P will be met for UPK, including the use of ELO-P funds or other fund sources; how they will be combined with the instructional day to offer a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports); and how they will offer a minimum nine-hour summer or intersession day. [open response]

Oxnard School District currently offers extended day services for elementary school students and beginning next school year will offer these services to TK and K students. ELO-P educational, literacy, and enrichment standards and requirements will be maintained for UTK, schedules and programming will be modified in order to accommodate the care and service needs of younger children; such as protocols for smooth and facilitated transitions from the instructional school day to extended learning, and developmentally appropriate enrichment activities throughout the extended day schedule.

Following is a sample ELO-P program schedule for TK/Kindergarten beginning 2022-2023. Schedules for summer school and intersessions will be modified to meet the focus of these instructional days. Schedules include instructional and extended day hours totaling a minimum of 9 hours of services offered per day.

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00–1:00	TK/Kindergarten Instructional Day (ADA funding)				
1:00	Transition to Extended Day (ELO-P funding)				
1:05-1:20	Snack				
1:20-1:45	Welcome and Social-Emotional Learning Circles				
1:45-2:00	Homework Help				
2:00-2:15	Sing/Dance/Music				
2:15-2:30	Read Aloud	Review Read Aloud	Read Aloud	Review Read Aloud	Choose Favorite
2:30-2:50	Journal/Writing	Science	Journal/Writing	Science	Journal/Writing
2:50-3:20	Outdoor/Physical Activity				
3:20-3:40	Quiet Time/Resting				
3:40-4:00	Math	Art	Math	Art	Math
4:00-4:15	Sing/Dance/Music				
4:15-5:00	Exploration	Board Games	Exploration	Board Games	Exploration

Required Questions

CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.

1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]
 - a. Parent Teacher Association Meetings
 - b. Family or parent surveys
 - c. English Learner Advisory Committee (ELAC)
 - d. District English Learner Advisory Committee (DELAC)
 - e. Special Education Local Plan Area (SELPA)
 - f. School Site Council
 - g. District Advisory Committee
 - h. LCAP educational partners input sessions
 - i. Tribal Community input session
 - j. Co-hosting events with community-based organizations (CBOs)
 - k. Hosting meet and greets with the early learning and care community
 - l. LPC Meetings
 - m. Local Quality Counts California (QCC) consortia meetings
 - n. First 5 County Commission meetings
 - o. Community Advisory Committee (CAC)
 - p. Head Start Policy Council meetings
 - q. Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC], Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
 - r. Other [describe, open response]
Our LEA participated in the Ventura County UPK network series which included participation from the county office of education and other local LEAs to discuss approaches for planning and implementation of UPK. In addition, we joined two meet and greet sessions. The first session, held on February 23rd, included panelists from the SELPA, F5 Ventura County, Child Development Resources representing the Resource and Referral and our local Head Start grantee, and the Local Planning Council and Quality Counts Ventura County. The second session, held on March 4th, included panelists for the local Institutes of Higher Education and credentialing. These sessions included opportunities to build connections and to understand approaches to obtain public input.

2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]
 - a. Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)
 - b. Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)

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- c. CSPP (on an LEA site)
- d. CSPP (at a CBO site)
- e. LEA- or locally-funded preschool
- f. Head Start
- g. LEA preschool funded with Title I of the Every Student Succeeds Act funds
- h. Other CBO preschool
- i. State subsidized child care (not including CSPP)
- j. Other [describe, open response]
[Ventura County Office of Education provided LEAs with information on community-based organizations which operate preschool in school district areas via the Google maps folder in our Ventura County UPK Network Google Drive](#)

Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.

1. How does the LEA plan to recruit the educators needed to implement its UPK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)? [open response]

The Oxnard School District will launch multifaceted approach to recruiting educators for Transitional Kindergarten, including:

- Informational meetings for teachers, PK Teachers, and paraeducators to provide information as to the needed qualifications for teaching TK and available opportunities to secure these credentials.
 - i. Our district is collaborating in a capacity building consortium led by Ventura County Office of Education to support classified and certificated personnel in the pursuit of bachelors, TK teaching credentials, as well as completion of ECE units.
- Meetings with university partners to secure soon to be credentialed teachers as well as highlight possible employment in the District, such as part-time Paraeducator placement for current college students.
- Job fairs and other marketing strategies to share opportunities to work with the District

2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities? [open response]

The District is in year two of three of a statewide Preschool - 3 grade alignment collaborative with California Education Partners and UCLA. In year three, our plan is to work with partners to assess and identify the instructional needs for programs and provide professional development accordingly.

In addition, the LEA has participated in joint professional learning with community based providers operated on Oxnard LEA campuses via the Quality Counts Ventura County (QCVC) and IEEEP professional development offerings. These professional learning opportunities will continue and where able OSD will seek to host joint professional learning offerings with the QCVC and IEEEP leads.

3. What is the LEA's planned strategy for providing professional learning for educators across the LEA's P-3 continuum? Plans might include the following: [open response]

The District plans to provide professional development for instructional and administrative personnel preschool to 3rd grade beginning in June 2022. PD topics will focus on:

- Instruction (Developmentally Appropriate Practices and Classroom Environments)
- Curriculum (alignment to Preschool Frameworks and Foundations)

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- Assessments (Desired Results & Developmental Profile 2015, and Ages and Stages Questionnaire)
 - Social Emotional Practices (Teaching Pyramid).
- a. Who will receive this professional learning?
- i. By role (lead teachers, assistant teachers, administrators, coaches, and so forth)
 - District and Site Administrators
 - Certificated and Classified Teachers
 - Instructional Assistants
 - Coaches
 - ii. By grade (TK staff, kindergarten through third grade staff, on-site preschool staff, off-site preschool staff, and so forth)
 - Personnel Preschool through 3rd grade
 - District and Site Personnel
- b. What content will professional learning opportunities cover?
- i. Effective adult-child interactions
 - ii. Children’s literacy and language development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - iii. Children’s developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - iv. Children’s social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - v. Implicit bias and culturally- and linguistically-responsive practice
 - vi. Adverse Childhood Experiences (ACEs) and trauma- and healing-informed practice
 - vii. Curriculum selection and implementation
 - viii. Creating developmentally-informed environments
 - ix. Administration and use of child assessments to inform instruction
 - x. Support for multilingual learners, including home language development and strategies for a bilingual classroom
 - xi. Serving children with disabilities in inclusive settings, including Universal Design for Learning
 - xii. Engaging culturally- and linguistically-diverse families
- c. How will professional learning be delivered?
- i. Coaching and mentoring
 - ii. Classroom observations and demonstration lessons with colleagues
 - iii. Workshops with external professional development providers
 - iv. Internally-delivered professional learning workshops and trainings

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- v. Operating an induction program
 - vi. Partnerships with local QCC professional learning in CSPP settings
 - vii. In mixed groupings (for example, TK and CSPP teachers)
4. How does the LEA plan to facilitate the development of a district early education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?
- Our ECE Director forms part of the Instructional Leadership Team, assuring UPK has a voice and seat at the decision-making table. Through our participation in the Preschool to 3rd Grade Collaboration project, our district has implemented the following components research has identified as critical elements to align complex systems:
- Adult Collaboration - Creating and sustaining learning experiences through shifts in the ways that adults collaborate
 - Grade/Cross grade level planning and sharing of information
 - Learning Routines - Developing a shared meaning of learning and examining how to enhance learning in the classroom
 - Shared learning opportunities/professional development
 - Observing and Supporting Learning - Supporting teachers' efforts to engage students by observing student thinking and collaborating on areas for improvement
 - Observations, Coaching, and PLCs
 - Assessing Learning and Monitoring Growth - Examining and using data to build a preschool – 3rd grade continuum of learning.

Through this process we are building a continuum of learning opportunities for staff and mindful transitions for students while monitoring student progress.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]
 - a. Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching CredentialEducators can receive career advice and equivalency support on requirements needed to earn a preliminary MSTC via the Ventura County Office of Education credentialing and/or Educator Support and Effectiveness departments.

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- b. Apply for a California Classified School Employee Teacher Credentialing Program grant (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog>) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
Our district is collaborating in a capacity building consortium led by Ventura County Office of Education (VCOE) to support classified and certificated personnel in the pursuit of bachelors, TK teaching credentials, as well as completion of ECE units. VCOE Educator Support and Effectiveness offers California Classified School Employee Program (CSEP) grant funding. CSEP is a state-funded career pathway program for classified employees, leading to a teacher preparation program and teaching credential. Eligible program participants may receive stipends for up to \$3,000 to cover tuition, fees, and books.
<https://www.vcoe.org/Credentialing/Programs/csep>
- c. Apply for a California Teacher Residency Grant Program (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program>) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and prepare individuals with a bachelor's degree who want to become teachers in your LEA
Oxnard School District is the recipient of a California Teacher Residency Grant Program award, with a residency focus of Bilingual, Special Education, and Transitional Kindergarten. Our district will continue to collaborate with local universities to recruit and prepare employees and interested individuals to become credentialed teachers in our district.
- d. Join an existing intern preparation program to recruit and prepare teachers for your LEA
- e. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
- f. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities
- g. Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
- h. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services
Early Childhood Education teachers/family child care providers who are working in state-funded programs may be eligible to participate in the Ventura County Teaching Stars project which supports degree and unit attainment. We will provide information to participate in these financial

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opportunities. <https://www.vcoe.org/Early-Childhood-Programs/Teaching-Stars-Project>

- i. Apply for workforce development funding and competitive grant opportunities from the CDE
Ventura County Office of Education Early Childhood Programs has submitted a Letter of Intent for the Early Education Teacher Development Grant. Details on this opportunity will be shared as they are available. Information about the grant was shared through collaborative meetings as described in above sections.
<https://www.cde.ca.gov/fg/fo/profile.asp?id=5771&recID=5771>.
- j. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
- k. Provide advising on credential requirements and options for how to meet these requirements
Educators can receive career advice and equivalency support on requirements needed to earn a preliminary MSTC from our Human Resources Department and from the Ventura County Office of Education credentialing and/or Educator Support and Effectiveness departments. This information is shared with interested personnel and other individuals.
- l. Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members [list IHEs, open response]
- m. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
- n. Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
Educators can receive career advice and equivalency support on requirements needed to earn a preliminary MSTC from our Human Resources Department and from the Ventura County Office of Education credentialing and/or Educator Support and Effectiveness departments. This information is shared with interested personnel and other individuals.

Staff eligible for the Ventura County Teaching Stars project can receive a transfer stipend when transitioning from a 2 year to a 4-year program, inclusive of early childhood education and the TK path. This information will be shared as appropriate.
- o. Other [describe, open response]
- p. None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators

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2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under *EC* Section 48000(g)(4)? [select all that apply]
- a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
 - b. Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
 - c. Provide information on scholarship and grant opportunities
 - d. Apply for workforce development funding and grant opportunities
Ventura County Office of Education submitted a Letter of Intent for the Early Education Teacher Development Grant. Oxnard is collaborating with VCOE on a joint grant application.
 - e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
 - f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
 - g. Provide advising on requirements and how to meet the requirements
Educators can receive career advice and equivalency support on requirements needed to earn a preliminary MSTC from our Human Resources Department and from the Ventura County Office of Education credentialing and/or Educator Support and Effectiveness departments. This information is shared with interested personnel and other individuals.

In addition, this advisement can be sought through local IHE counselors.
 - h. Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers
 - i. Develop or work with an established mentorship program to support new TK teachers
 - j. Other [describe, open response]
 - k. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC.
3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective **CSPP** teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]
- a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
 - b. Partner with an IHE or COE to operate cohort models for educators working towards a Child Development Teacher Permit
 - c. Provide information on scholarship and grant opportunities

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- d. Apply for workforce development funding and grant opportunities
 - e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
 - f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
 - g. Provide advising on requirements and planning for how to meet the Child Development Teacher Permit requirements
 - h. Offer unit-bearing coursework at a local district site during times that work for teachers
 - i. Other [describe, open response]
 - j. None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit
4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]
- a. Ages & Stages Questionnaire (ASQ)
 - b. BRIGANCE Early Childhood Screen
 - c. Desired Results Developmental Profile (DRDP)
 - d. Developmental Reading Assessment (DRA)
 - e. LEA-based, grade level benchmarks and a report card
 - f. Teaching Strategies GOLD (TS GOLD)
 - g. Work Sampling System (WSS)
 - h. Other [describe, open response] [Teaching Pyramid Framework for Social Emotional Competencies for Young Children, Imagining Inclusion](#)
 - i. The LEA does not plan to offer professional learning on child observational assessments
5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]
- a. Effective adult-child interactions
 - b. Children’s literacy and language development (aligned with the *Preschool Learning Foundations and Frameworks*)
 - c. Children’s developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - d. Children’s social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - e. Implicit bias and culturally- and linguistically-responsive practice
 - f. ACEs and trauma- and healing-informed practice
 - g. Curriculum selection and implementation
 - h. Creating developmentally-informed environments
 - i. Administration and use of child assessments to inform instruction
 - j. Support for multilingual learners, including home language development and strategies for a bilingual classroom

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- k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
- l. Engaging culturally- and linguistically-diverse families
- m. Other [describe, open response]
- n. Site leaders and principals will not be offered professional learning on early childhood education

Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the *California Preschool Learning Foundations* (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the *California Preschool Curriculum Frameworks* (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. Describe how the LEA will develop or select a curriculum for UPK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks*. [open response]

In order to support Early Literacy, the district currently uses the McGraw-Hill *World of Wonders* curriculum and the *Learning Without Tears* curriculum in TK classes. Any teachers who do not have experience with these curricula will be provided professional development.

Selection of a math curriculum will be done through a piloting process. At the end of the pilot year, the findings will be presented to the Board of Trustees for final approval. The materials will then be purchased for use in the following school year.

2. Describe the intended timeline for curriculum implementation, including steps for piloting and gathering input from UPK teachers, and a process for ensuring curriculum fidelity. [open response]

At the end of this school year, a call will go out asking for teachers who are interested in participating in the pilot process. Curricula to be piloted will be chosen based on the needs of the district. Ideally, two will be chosen for pilot. The process will be facilitated by district personnel and teachers will teach both curricula for comparison purposes. By the spring of the school year, teachers will choose one curriculum and that choice will be moved forward for the Board of Trustees approval. Once that occurs, the approved materials will be ordered and teachers will be invited to participate in professional development for the use of the materials.

Professional development on the adopted curriculum will be provided to teachers to assure proper implementation of the program.

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3. What actions does the LEA plan to take to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students?

Positive Behavioral Interventions and Support (PBIS) site teams will continue to work together with site leadership teams to implement STOIC strategies (Structure, Teach Expectations, Observe, Interact Positively, Connect) that will provide structure and guidelines to support positive student behavior.

Panorama surveys will be conducted at least two times per year which will provide social/emotional learning data for admin, teachers and counselors. Counselors will provide individual and group counseling for students as needed and will work with schools to develop tools to address social emotional areas of need.

We will implement Teaching Pyramid Frameworks to promote and address the social emotional needs of young children using preventative strategies while recognizing the need for more intensive interventions when children have significant needs and challenging behaviors.

Developmentally appropriate instructional practices and environments will be implemented to support and promote optimal development and learning through a strengths-based approach and play based engagement and learning.

4. Describe how classroom practices for UPK (TK and other preschool programs the LEA operates or has on site) will be integrated and aligned.
UPK teachers will be provided with time to collaborate and plan thematic instruction that is aligned and supportive of the California Preschool Frameworks and Foundations for all content areas. The Oxnard School District is pairing preschool teachers with certificated teachers, creating and supporting the implementation of enhanced and developmentally appropriate practices.
5. What instructional practices does the LEA plan to implement to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, implementing social-emotional strategies such as the Pyramid Model)? [open response]

Oxnard School District will ensure instructional practices support all students. The district will use multiple means to engage and motivate student learning, customizing the presentation of information, and optimizing all resources available so students have tools to communicate responses, optimizing teaching and student learning.

We implement Teaching Pyramid Frameworks to promote and address the social emotional needs of young children using preventative strategies while recognizing the need for more intensive interventions when children have significant needs and challenging behaviors.

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We participate in IEEEP which includes PD around UDL and other content related to inclusive practices; and the Directors of Early Childhood Education and Special Education Managers went through the Beginning Together/Belonging Together authorization.

6. What instructional practices does the LEA plan to implement to support the language and overall development of multilingual learners? [open response]
In line with the effective practices of dual language instruction, the district will implement a 50/50 program in both a one-way and two-way setting. Teachers will receive professional development in the theory of bilingual education as well as in the effective pedagogical practices of biliteracy including a strong foundation in oral language development.
7. How does the LEA plan to assess dual language learners (DLLs) in areas other than English language acquisition? [open response]
Aside from assessing students' English language acquisition, students in dual language programs will be assessed in their Spanish language development and their knowledge of content areas, and the DRDP will be administered to all students. Teachers will monitor students' language and academic development through qualitative and quantitative data and the use of common rubrics reflective of the language and academic expectations of the grade level.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]
 - a. Dual language program with a language allotment¹⁰ of 50/50 [open response for language offered]
 - b. Dual language program with a language allotment of 90/10 [open response for language offered]
 - c. Dual language program with a language allotment of 80/20 [open response for language offered]
 - d. Dual language program with a language allotment of 70/30 [open response for language offered]
 - e. English-only instruction with home-language support
 - f. None
 - g. Other [describe, open response]

¹⁰ The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

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2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
 - a. Dual language program with a language allotment¹¹ of 50/50 [open response for language offered]
 - b. Dual language program with a language allotment of 90/10 [open response for language offered]
 - c. Dual language program with a language allotment of 80/20 [open response for language offered]
 - d. Dual language program with a language allotment of 70/30 [open response for language offered]
 - e. English-only instruction with home-language support
 - f. None
 - g. Other [describe, open response]

3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]
 - a. Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
 - b. Implement the CSEFEL Pyramid Model in the classroom
 - c. Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)
 - d. Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
 - e. Use developmental observations to identify children's emerging skills and support their development through daily interactions
 - f. Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
 - g. Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
 - h. Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning

4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]
 - a. Implement Universal Design for Learning
 - b. Provide adaptations to instructional materials

¹¹ The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

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- c. Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models
 - d. Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others
 - e. Provide additional staff to support participation in instruction
 - f. Other [open response]
5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]
- a. ASQ
 - b. BRIGANCE Early Childhood Screen
 - c. DRDP
 - d. DRA
 - e. LEA-based grade level benchmarks and a report card
 - f. TS GOLD
 - g. WSS
 - h. Other [describe, open response]
[Environmental Rating Scales, Learning From Children Assessment](#)
 - i. The LEA does not plan to use a common TK assessment
 - j. Unsure

Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

Recommended Planning Questions

The CDE recommends districts prioritize these questions as part of their UPK Plan in addition to required questions.

1. What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling? [open response]

Oxnard School District currently serves children infants to 8th grade within our campuses. Healthy and secure environments are a priority for our district and we will continue to employ strategies in order for students to interact safely. TK classrooms and playground areas will be located within the Kindergarten areas on campuses. Entry/exit points are grouped by grades and are typically within close proximity to TK/Kindergarten areas.

In addition to meeting the adult/child ratio, supervision of activities outside of the classroom is provided at all times by district personnel. Activities outside of the classroom are coordinated by specific timeframes, allowing only one or two grade levels (TK/K) at a time to utilize campus areas.

2. Describe how the LEA plans to address transportation issues resulting from UPK implementation. [open response]

The Oxnard School District will provide transportation to TK students according to district transportation policies. The Board of Trustees desire to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness and absenteeism. The extent to which the district provides for transportation services shall depend upon student and community needs and a continuing assessment of financial resources.

3. What strategies does the LEA intend to implement to ensure TK students have access to meals and adequate time to eat (for example, adding additional meal services and time in the cafeteria, offering breakfast after the bell [students pick

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up a breakfast and bring it to the classroom)]? (Note: The LEA must continue to comply with all health and safety, state, and federal Child Nutrition Program regulations while implementing meal service) [open response]

Breakfast and lunch meals will be offered to all students on each educational day at no cost. Students will be offered meals under the guidelines of the age appropriate CACFP meal pattern. Sites that have proper VC Environmental Health approved facilities, will be provided meals packed family style. Sites without proper VC EH facilities will be provided meals that are individually packed. USDA suggests that students are scheduled a 10-minute window at breakfast and 20-minute window at lunch to consume the meal offered. Bell schedule will be developed by school site administration.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs? [open response]

The district does not plan to displace district administered nor programs operated by our early childhood education partners. Our schools are located in Priority 1 areas identified by the Local Planning Council and our district values the contributions made by our Head Start, Migrant Head Start, and State Preschool partners.

As the district moves forward with our Master Construct Plan, the need for additional early childhood education facilities are at the forefront of future considerations. Examples of this dedication are the construction of Early Childhood Education Centers developed at two sites to date. Our district is currently in the planning and writing phase of CDE grants to increase ECE facilities at an additional location, creating a significant increase in the number of classrooms designed for preschool and TK.

2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]
 - a. Yes, the district does have adequate space at this time.
 - b. No
 - i. If no, how many more classrooms does the LEA need? [identify number, open response]
 - ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]

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3. Does the space meet the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? [multiple choice]
- a. Yes
 - b. No, not all spaces meet kindergarten standards at this time.
 - i. If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open response]
- As described in Question 1 above, our district is currently in the planning and writing phase of CDE grants to increase ECE facilities at an additional location, creating a significant increase in the number of classrooms designed for preschool and TK that will address increased enrollment projections. A walkthrough of all current and future TK classrooms was conducted and this information was paired with the current list of Title 5 complaint classrooms. Efforts are underway to address modifications to bring non-compliant spaces up to Title 5 standards. Modifications include items such as appropriate size toilets, sinks, outdoor equipment, and classroom furniture.
4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]
- a. Yes
 - b. No
 - i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]
5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]
- a. Yes
 - b. No
 - i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]
6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]
- a. Turfed area
 - b. Paved area
 - c. Apparatus area
 - d. Land required for buildings and grounds
 - e. Total square feet required
 - f. None of the above

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7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]
- Transportation to and from the TK program
 - Transportation from the TK program to an extended learning and care opportunity on another LEA site
 - Transportation from the TK program to an extended learning and care opportunity on a non-LEA site (for example, a CBO that operates a preschool program)
 - No transportation will be provided

8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

The Oxnard School District is providing extended learning opportunities at all elementary school sites with TK. The District will implement procedures for the transition of TK students from the instructional day classroom to extended learning classrooms on the campus of enrollment. The District is exploring the logistics required to provide transportation services to students needing transport to/from the school of enrollment home.

Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

- What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]
 - Support for parent surveys to gauge interest in service delivery models
 - Data analysis capacity building to support staff to refine enrollment projections based on community context
 - Information on program eligibility requirements to project enrollment across programs
- What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]
 - Adjusting classroom practices to support the district's UPK model (for example, mixed-age classrooms)

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- b. Creating inclusive classrooms, including implementing Universal Design for Learning
 - c. Templates or framework for drafting a P–3 vision that partners and parents support
 - d. Models for administrative structures that support effective UPK programs and facilitate connections with the ELO-P and non-LEA-administered early learning and care programs
 - e. Support for developing and applying to administer a CSPP contract
 - f. Technical assistance on how to integrate UPK and P–3 in the district LCAP
 - g. Guidance on best practices for smooth transitions through the P–3 continuum
 - h. Considerations for TK early admittance
3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]
- a. Support for parent surveys and engagement activities to understand parent needs and support authentic choice
 - b. Support for community engagement activities including best practices for coordination with LPCs, Local QCC Consortia, First 5 County Commissions, Head Start Policy Councils and other early learning and care leadership tables
 - c. Guidance on best practices for enrolling more children with disabilities in UPK classrooms and providing services in inclusive settings
 - d. Strategies for meeting the ELO-P requirements through different models of extended learning and care, including models of blending and layering funding to support the nine-hour day and ensuring developmentally-informed environments for young children
 - e. Increasing UPK enrollment and parent awareness of programs
4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]
- a. Additional guidance on UPK workforce requirements (TK, CSPP, and other early learning and care providers)
 - b. Creating joint professional learning opportunities for preschool and elementary school teachers within LEAs or across LEA- and CBO-administered programs
 - c. Strategies to support the teacher pipeline, including, but not limited to, recruiting multilingual educators, cohort models, apprenticeships, or residency programs
 - d. Identifying the content, type, and frequency of professional learning opportunities given the needs of the community and the LEA's P–3 vision
 - e. Creating professional learning opportunities to provide site leaders with more early childhood knowledge

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- f. Building partnerships with IHEs or COEs to support professional learning opportunities and degree attainment
 - g. Support for communications to recruit prospective educators and share grant and scholarship opportunities to support degree attainment
5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]
- a. Effective adult-child interactions
 - b. Children’s literacy and language development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - c. Children’s math and science development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - d. Children’s social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
 - e. Implicit bias and culturally- and linguistically-responsive practice
 - f. Trauma- and healing-informed practice
 - g. Curriculum selection and implementation
 - h. Creating developmentally-informed environments
 - i. Administration and use of child assessments to inform instruction
 - j. Support for multilingual learners, including home language development and strategies for a bilingual classroom
 - k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
 - l. Engaging culturally- and linguistically-diverse families
6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]
- a. Coaching and mentoring
 - b. Classroom observations and demonstration lessons with colleagues
 - c. Workshops with external professional development providers
 - d. Internally-delivered professional learning workshops and trainings
 - e. Operating an induction program
7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]
- a. Guidance on how to adopt the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks* into a specific UPK setting (for example, mixed-age classrooms)
 - b. Guidance on the selection, development, or integration of developmentally-informed curricula and aligning curricula across the early grades
 - c. Guidance and best practices on how to monitor and support curriculum fidelity in UPK settings

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- d. Guidance on how to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students
 - e. Guidance on instructional practices to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, and implementing social-emotional strategies such as the Pyramid Model) and partnerships with early learning and care providers to support services for children with disabilities
 - f. Specific instructional strategies to support specific skills including, but not limited to, children’s social-emotional development and home language development
 - g. Guidance on appropriate assessment selection and utilization
 - h. Guidance on creating dual language immersion or bilingual programs
8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]
- a. Using manipulatives to develop fine motor skills
[Supports subitizing and finger sense for math learning](#)
 - b. Incorporating a balanced approach to teaching and learning that includes both child-initiated and teacher-guided activities
 - c. Facilitating the development of critical thinking skills through the inquiry process (for example, the scientific method) to enhance children’s learning experiences
 - d. Using differentiated groups that include individual, small, and large group experiences
 - e. Considering the structure of the daily routine to enhance individual and group learning experiences
 - f. Encouraging purposeful play, choice, social interactions, and collaboration
 - g. Creating time and space for children to develop gross motor skills inside the classroom and in the outdoor environment
 - h. Using child development knowledge to guide instructional approaches
 - i. Providing language- and literacy-rich environments
 - j. Intentional planning of developmentally-informed practices and curriculum to meet the individual needs of children in combination classrooms
 - k. Facilitating development and exploration through art
[Visual/spatial brain development - math supports](#)
 - l. Incorporating inclusive practices
 - m. Supporting students’ home language and English language development
 - n. Incorporating materials and manipulatives that are culturally representative of the children served to support dramatic play that inspires engagement, communication, and understanding of diversity
[Language development supports, collaboration, empathy](#)
 - o. Universal Design for Learning
 - p. Integrated English language development

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9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]
- a. Guidance on how to modify an elementary school classroom to serve young children
 - b. Strategies to address transportation issues related to UPK access and enrollment
 - c. Guidance to support strategies that ensure TK students have access to meals and adequate time to eat
 - d. Making modifications to district data systems to support access to UPK assessment data and other relevant information across community and elementary school settings
 - e. Best practices for preventing displacement of early learning education programs operated by non-LEA administrators on LEA campuses and transitioning programs to serve younger children

Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA's own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (*EC* Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California's public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal

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school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.

- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

Appendix II - Additional Deeper Planning Questions

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA’s development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA’s should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

Focus Area A: Vision and Coherence

1. If an LEA has a California State Preschool Plan (as part of the LEA’s application for its CSPP contract) what updates would the LEA like to make to the LEA’s program narrative to reflect implementation of TK? [open response]
Oxnard School District plans to utilize our CSPP contract to serve 3-year olds in half day programs. The district is currently researching options for the delivery of services; either directly with district staff or subcontracting services to current early childhood education partners. Services will be delivered on district campuses, utilizing Licensed facilities.

Program narrative changes will be submitted to California Department of Education and Community Care Licensing should the direction be to subcontract.

2. Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination throughout the LEA? [open response]
Yes. The Oxnard School District is working with California Education Partners on a Preschool -3rd Cohesive Collaboration project (P3CC) to bring a collaborative approach to improve student outcomes. Through this collaborative our leadership team has engaged in exploring, planning and implementing areas research indicates as components essential to the alignment of complex systems, including:
 - Creating and sustaining learning experiences through shifts in the ways adult collaborate
 - Developing shared meaning of high-quality learning
 - Examining how to enhance learning in the classroom
 - Supporting teaching efforts to engage students by observing student thinking, and collaborating on areas for improvement.

Scaling efforts are underway to extend this work to include all of our early education community partners that provide direct services on our campuses. Oxnard School District holds use of facilities agreements with these non-profit partners in order for them to provide early education services to children 0-3 year olds living within the district boundaries.

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3. How will the LEA support sites in providing well-coordinated transitions for all P–3 students as they move through grade levels? [open response]

One of the goals of the district's [Preschool - 3rd Grade Cohesive Collaboration \(P3CC\)](#) project, described in question 2, is to build an academic and structural bridge preschool - 3rd grade by:

- Building capacity of those closest to students
- Communicating an equity center improvement culture and mindset that empowers educators
- Adopting and utilizing coherent and universal tools, processes and structures for student improvement, and
- Sharing of information between grades and agencies cultivating a systemic and inclusive approach to coordinated transitions

Cross grade level collaboration meetings at the district level, and grade level and cross grade level PLC at each participating site. The district data systems include Preschool student data, next school year, DRDP and other UPK data will be included in the district's data system, assuring a smooth transition of students and data between grades and programs.

4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)? [open response]

Oxnard School District has launched an informational campaign on the P-3 continuum. During these presentations, information is shared about the purpose and importance of alignment and how this has a bearing on shared vision and equity centered approach to building and supporting student growth. Past and future presentations include:

- OSD Board of Trustees Study Session
- District and School Administrators
- Preschool and TK teachers
- Parent committees - African American, Mixteco, DELAC
- Enrollment Webinars in English, Spanish and Mixteco languages
- Early Childhood Education Partners

Presentations will continue throughout the roll-out phase of UPK and beyond in order to monitor progress towards implementation and alignment of practices and full integration.

5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment? [open response]

Oxnard School District is currently implementing a process that includes components essential to alignment of complex systems; including collaboration and articulation between teachers and administrators to support Preschool - 3 grade alignment.

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Regular meetings are held at the site level (vertical and grade level) for the purpose of observing and discussing student work, analyzing assessment data, articulating and planning instructional strategies. Through a Plan, Do, Study, Act cycle at the district level, teachers and administrators meet to monitor progress toward our aim and plan next steps to continue and support alignment.

Teachers Preschool - 3rd grade district wide are invited and will continue to be invited to participate in content specific professional development to explore high quality and developmentally appropriate practices to guide a universal instructional trajectory.

Focus Area C: Workforce Recruitment and Professional Learning

1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs? [open response]

The Human Resources Department has established a partnership with local universities that allows teacher candidates to receive training and mentorship from qualified teachers in the area of multilingualism and dual language education. In addition, the human resources department has scheduled job fairs to recruit highly qualified bilingual teachers.

2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy? [open response]

A professional development calendar has been developed to support the professional development needs of teachers in the area of curriculum, instruction, and developmentally appropriate practices. The LEA will monitor the effectiveness of the professional learning structures through a tier approach. All professional learning will be designed to support the goals and philosophy of the district. Implementation will be monitored through student outcomes and through observations.

Focus Area D: Curriculum, Instruction, and Assessment

8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the *California Preschool Curriculum Frameworks*, California Common Core State Standards, and the Curriculum Frameworks. [open response]

Teachers will be part of site-based professional learning communities in order to analyze assessment data in order to identify student needs. They will also participate in grade level and cross grade level planning to create instructional plans, using the curricula, to ensure that standards and the framework are being addressed and that foundational skills/concepts are being taught for continuity for the next grade level. All schools have structures in place for this type of planning. Teachers will also have opportunities to participate in professional development to develop their skill sets for planning and using the curricula.

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As described in previous sections. Oxnard School District is implementing Preschool to 3rd Grade Cohesive Collaboration initiatives with in-person support from California Education Partners and UCLA Math Project. This initiative includes vertical alignment of our PK-3 classrooms, instructional strategies and open response assessment techniques.

9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.) [open response]

The district will expand the current (Spanish/English) K-8 Dual Language program to include TK. In order to provide consistency with the current framework of biliteracy, the district's pathway towards biliteracy will be modified to include multilingual students entering in the TK grade. This expansion will include the creation of TK units and a language allocation plan that delineates the content areas by language of instruction.

10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students? [open response]

Oxnard School District will reach out to CDE Child Nutrition program analysts to verify meal service protocol for combined age ranges transitioning from CACFP meal program to NSLP. Department Standard Operating Procedures will be developed to ensure compliance with USDA, CDE, and Ventura County Environmental Health regulations. Child Nutrition will conduct staff training that includes: Meal Pattern Requirements, Menu Production Records, Food Safety, and Claiming of Meals.

CNS will conduct equipment assessment by site and will purchase necessary items for meal transport and service.

Focus Area E: LEA Facilities, Services, and Operations

4. Describe what changes the LEA intends to make to the LEA's Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families. [open response]

The Oxnard School District currently serves Preschool and TK students. We are in the planning and writing phase of recently released facilities grants for the addition of Title 5 compliant spaces to address increased TK enrollment projections.

5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments. [open response]

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Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment. Multi-tiered System of Support (MTSS) is a systemic, continuous improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system, including Preschool/TK, for supporting students with the academic and social emotional interventions, designed to support their specific needs.

- Tier I: Universal interventions provided for all students.
- Tier II: Targeted short-term interventions provided to some students in a small group setting.
- Tier III: Intensive longer-term interventions provided to a few students usually on an individual, one-on-one basis.

MTSS leverages the principles of RTI and PBIS, Teaching Pyramid, and further integrates a continuum of tiered system-wide resources, strategies, structures, and practices to offer a comprehensive and responsive framework for systematically addressing barriers to student learning.

A well implemented MTSS structure will more accurately identify students in need of special education services by monitoring how well an individual student responds to interventions. If it is determined that a student does have a disability which presents a learning barrier, an IEP will more accurately reflect present levels and services necessary to meet student goals based on prior interventions.

6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade. [open response]

The District's current data systems holds Preschool - 8th grade student information. The District purchased a new assessment data system and the system will be launched effective next school year. The District will manage assessment data, including PreK/TK formative and summative assessment information, to create disaggregated reports in order to accurately monitor student progress and inform instructional actions, including intervention and enrichment.

Our professional development plan includes an introduction of new assessments to TK and Kindergarten teachers to enhance collaboration, articulation, and alignment between grades. Assessments include DRDP, Ages & Stages Questionnaire.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 01, 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:

- March 2, 2022 Regular Meeting
- March 16, 2022 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes March 2 2022 Regular Board Meeting \(10 pages\)](#)
[Minutes March 16 2022 Regular Board Meeting \(10 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING

Wednesday, March 2, 2022

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

March 2, 2022

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:00 p.m.

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

A.2. Pledge of Allegiance to the Flag

Amy Tellez, 2nd grade student in Ms. Manriquez's class at Elm School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

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

A.4. Presentation by Elm School

Mrs. Rosario Almanza, Principal, provided a presentation about Elm School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

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

The attachment that was posted on 2/25/22 was revised to remove Preschool Teachers from the list of positions. The revised attachment was uploaded on 3/2/22.

Motion #21-19 Adoption of Agenda as Amended

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt as Amended

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

Motion Result: Passed

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

- Amanda Wilson on behalf of Stacie Thurman re: negotiations and salary proposals
- Anjannette Carrillo re: negotiations and salary proposals

- Ilene Poland re: negotiations and salary proposals

A.7. Closed Session

The Board convened to closed session at 5:47 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 #2021120542

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
- Interim Assistant Superintendent, Business & Fiscal Services (Ratification)

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

The Board reconvened to open session at 7:04 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #21-120 Appointment of Valerie Mitchell as Interim Assistant Superintendent, Business & Fiscal Services

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Appoint

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

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

Motion #21-121 Approval of Settlement Agreement #2021120542

Mover: Debra Cordes

Second: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

- Aracely Magana re: migrant education. Return Joe Mendoza to his position.
- Javier Magana re: migrant education. Return Joe Mendoza to his position.
- Ramon Ortiz re: migrant education. Return Joe Mendoza to his position.
- Jeanette Ortiz re: migrant education. Return Joe Mendoza to his position.
- Soledad Ruiz re: migrant education. Return Joe Mendoza to his position.
- Chris Crump re: negotiations & salaries
- Elva Serrato Cortes re: negotiations & salaries (Gricet Renteria donated her time)
- Silvia Carrillo re: negotiations & salaries

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-122 Approval of Consent Agenda as Presented

Mover: Katalina Martinez

Second: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

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

As presented.

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

As presented.

C.3. Acceptance of Gifts (Aguilera-Fort)

As presented.

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

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

As presented.

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

As presented.

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

As presented.

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

As presented.

Section C: APPROVAL OF AGREEMENTS

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

To add four (4) additional Visual Arts Classroom Residencies to the existing agreement, in the amount of \$2,300.00 to be paid out of S/C Intervention Funds.

Section C: RATIFICATION OF AGREEMENTS

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

For DSA Inspector of Record (IOR) Services and In-Plant Inspections, in the amount of \$8,722.00, to be funded from the Master Construct and Implementation Program.

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

To adjust the total cost for providing Special Circumstances Paraeducator services for student #DP010810 through June 30, 2021, in the amount not to exceed \$4,929.10, to be paid out of Special Education Funds.

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

For \$83,638.00 in additional funding to Oxnard School District, and a revised total maximum reimbursable amount of \$2,147,677.00 for the 2021-22 fiscal year.

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

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

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

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

For providing Special Circumstances Paraeducator Services to students #JV030409 and #DP010810 for the 2021-2022 school year, including Extended School Year, in the amount of \$66,825.02, to be paid out of Special Education Funds.

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

To provide Alarm Monitoring and Maintenance Services for the period of October 1, 2021 through June 30, 2022, in the amount of \$108,830.16 to be paid out of the General Fund.

Section D: ACTION ITEMS

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

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented Reduction in Force Resolution #21-17 for the Board's consideration.

Motion #21-123 Adoption of Resolution #21-17 Reduction in Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Adopt

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

Motion Result: Passed

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

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented Resolution #21-18 to Discontinue Classified Positions for the Board's consideration.

Motion #21-124 Adoption of Resolution #21-18 to Discontinue Classified Positions

Mover: Katalina Martinez

Seconder: Debra Cordes

Moved To: Adopt

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

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

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

The Board approved minutes of Board meetings as presented:

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

Motion #21-125 Approval of Minutes of Board Meetings as Presented - May 19, 2021 Regular Meeting; May 22, 2021 Special Meeting; June 2, 2021 Regular Meeting

Mover: Debra Cordes

Secunder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading of Board Policy AR 5125 Student Records (DeGenna/Nocero)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy AR 5125 Student Records for First Reading. The revised policy will be presented for Second Reading and Adoption at the March 16, 2022 Regular Board meeting.

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

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy AR/BP 6158 Independent Study for First Reading. The revised policy will be presented for Second Reading and Adoption at the March 16, 2022 Regular Board meeting.

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

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy BP 6170.0 Transitional Kindergarten for Second Reading and Adoption.

Motion #21-126 Adoption of Revisions to Board Policy BP 6170.0 Transitional Kindergarten

Mover: Monica Madrigal Lopez

Secunder: Debra Cordes

Moved To: Adopt

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

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- March - National Women's History Month
- Alpha Kappa Alpha 40th Annual African American Speech Exposition
- Oxnard College Cubs @ Curren
- Drifill School
- Lopez Academy
- Student Performance
- thank you to OEA for book donations in honor of Read Across America
- elements of the work
- parent & community engagement
- updated mask mandate
- COVID update webinar March 10, 2022

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

Debra Cordes

- thank you to Superintendent
- attended AKA event - students were wonderful and caliber of speeches was great
- went to City League basketball game
- read at a couple of schools for Read Across America today
- college students at Curren
- Kiwanis track meet is tentatively scheduled for May 7th
- condolences to families of former teachers Betty Martin and Larry Boeing

Katalina Martinez

- to classified staff: hears and takes it in, working with negotiations
- college students at Curren - hopes other schools can do the same; Mr. Mejia, counselor

Monica Madrigal Lopez

- attended AKA speech contest - appreciated the time commitment from all involved - speeches were wonderful - congratulations to winners and all participants
- thank you to Mr. Mejia, Curren counselor
- yesterday, read at Rose Avenue for Read Across America

Jarely Lopez

- African American speech contest - emotional/tears
- Read Across America - eye-opening
- wore her McAuliffe shirt from 6th grade
- shout out to Ms. DeCandia at McAuliffe
- appreciative of everyone doing their job

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

- highlighted comments made by ORC during public comments

Veronica Robles-Solis

- all comments made tonight are so important
- thank you to counselors & ORC at Curren for assisting students with college course
- participating in Read Across America tomorrow and Friday
- attended African American Speech contest - looking forward to hearing those speeches at an upcoming Board meeting.

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:07 p.m.

Motion to adjourn

Mover: Debra Cordes

Secunder: Jarely Lopez

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 1st day of June, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 2, 2022, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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
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

MINUTES

REGULAR BOARD MEETING

Wednesday, March 16, 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.

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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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:02 p.m.

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

A.2. Pledge of Allegiance to the Flag

Mykhee Rufin, 6th grade student at Frank School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Aleshka Guillen, 8th grade student at Frank School, read the district's Mission and Vision Statement in English. Juan Carlos Matias, 7th grade student at Frank School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Frank School

Mr. Tyler Higa, Principal, provided a presentation about Frank School.

A.5. Recognition of Alpha Kappa Alpha African American Speech Exposition Winners (Aguilera-Fort)

The Board of Trustees recognized the winners of the Alpha Kappa Alpha African American Speech Exposition, held virtually on Saturday, February 26, 2022.

- Zoe Covarrubias, 1st Place - Harrington School
- Briyonni Wilson, 2nd Place - Marshall School
- Valentina Perez, 3rd Place - Soria School

A.6. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-127 Adoption of Agenda as Presented

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt

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

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
- OAH Case #2021120264
- OAH Case #2022010566

- 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 7:10 p.m.

A.10. Report Out of Closed Session

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

Motion #21-128 Approval of Settlement Agreement - OAH Case #2021120264

Mover: Katalina Martinez

Seconder: Jarely Lopez

Moved To: Approve

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

Motion #21-129 Approval of Settlement Agreement - OAH Case #2022010566

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

A.11. Adoption and Presentation of Resolution #21-21 in Recognition of National Assistant Principals Week 2022 (Aguilera-Fort)

Superintendent Aguilera-Fort presented Resolution #21-21 in recognition of National Assistant Principals Week 2022 for the Board's adoption.

Motion #21-130 Adoption of Resolution #21-21- National Assistant Principals Week 2022

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt

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

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-131 Approval of Consent Agenda as Presented

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

C.1. Disclosure of Collective Bargaining Agreement with OSSA (Mitchell)

As presented.

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

C.2. Setting of Date for Public Hearing – 21/22 Residential and Commercial/Industrial Development School Fee Justification Studies (Mitchell)

As presented.

C.3. Enrollment Report (Mitchell)

As presented.

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

As presented.

C.5. Establishment and Abolishment of Positions (Torres/Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.6. Approval of Amendment #2 to Agreement #21-130 – Island Packers (DeGenna/Fox)

To add two (2) additional teacher development days on April 2, 2022, and May 7, 2022 for trips to Santa Cruz Island, in the amount of \$3,000.00, to be paid out of the NOAA BEWT Grant.

C.7. Approval of Agreement #21-186 – Catapult K12/We Tip 2.0 (DeGenna/Nocero)

To provide fully anonymous reporting on bullying, harassment, vandalism, discrimination, and other concerns for students, parents, and school communities, April 1, 2022 through June 30, 2023, in the amount of \$11,089.00, to be paid out of Supplemental Concentration Funds.

C.8. Approval of Agreement/MOU #21-187 – Mobile Zoo of Southern California (DeGenna/Zaidi)

To provide a Barnyard Bonanza Petting Zoo and a Cool Critters Show for students at Ritchen Elementary School on Tuesday, March 22, 2022, in the amount not to Exceed \$1,747.00, to be paid out of Supplemental Concentration Funds.

C.9. Approval of Agreement #21-188 - Gold Coast K9 (DeGenna/Nocero)

To provide six K9 visits per month for three months at Lopez, Frank and Fremont Middle Schools, as well as one K9 visit per month for three months at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall and Soria Schools, April 1, 2022 through June 17, 2022, in the amount not to exceed \$7,800.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

C.10. Ratification of Amendment #2 to Agreement #20-120 – 360 Degree Customer Inc. (DeGenna/Jefferson)

To add additional paraeducator staff to the supplemental staffing for the Special Education Department during the 2021-2022 fiscal year, due to lack of direct hires, in the amount not to

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

exceed \$600,000.00, to be paid out of Special Education Funds.

C.11. Ratification of Amendment #1 to Agreement #21-143 – ATX Learning LLC (DeGenna/Jefferson)

To increase the amount of supplemental staffing provided to the Oxnard School District to meet increased staffing needs, in the amount not to exceed \$600,000.00, to be paid out of Special Education Funds.

C.12. Ratification of Agreement #21-184 – Professional Tutors of America Inc. (DeGenna/Jefferson)

To provide a range of services for the Special Education Department including Behavior Intervention, Counseling & Guidance, Language Speech Development & Remediation, Occupational Therapy, Vocational Education & Career Development, Compensatory Education – Academic, Tutoring, Vision Services, and Academic Achievement Tests, February 1, 2022 through June 30, 2022, in the amount not to exceed \$10,000.00, to be paid out of Special Education Funds.

C.13. Ratification of Agreement #21-185 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

To provide Special Circumstances Paraeducator Services (SCP's) to students #AG091310 and #JB080313 during the 2021-2022 school year, including Extended School Year, in the amount of \$24,682.83, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of School-Level Parent and Family Engagement Policies for 2021-22 School Year, 20 schools (DeGenna/Ruvalcaba)

Ms. Teresa Ruvalcaba, Manager of Equity, Family and Community Engagement, presented the School-Level Parent and Family Engagement Policies for the 2021-22 School Year, 20 schools, for the Board's consideration.

Motion #21-132 Approval of School-Level Parent and Family Engagement Policies for 2021-22

School Year, 20 Schools

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

D.2. 2021-22 Second Interim Report (Mitchell/Crandall Plasencia)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, and Ms.

Mary Crandall Plasencia, Director of Finance, presented the 2021-22 Second Interim Report for the Board's consideration.

Motion #21-133 Approval of 2021-22 Second Interim Report

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

D.3. Approval of Resolution #21-20 to Eliminate Certificated Child Development Positions (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented Resolution #21-20 to Eliminate Certificated Child Development Positions for the Board's consideration.

Motion #21-134 Approval of Resolution #21-20 to Eliminate Certificated Child Development Positions

Mover: Jarely Lopez

Seconder: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption of Board Policy AR 5125 Student Records (DeGenna/Nocero)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy AR 5125 Student Records for Second Reading and Adoption.

Motion #21-135 Adoption of Revisions to Board Policy AR 5125 Student Records

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adopt

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

Motion Result: Passed

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

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

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy AR/BP 6158 Independent Study for Second Reading and Adoption.

Motion #21-136 Adoption of Revisions to Board Policy AR/BP 6158 Independent Study

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt

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

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- International Women's Month - OSD Mujeres
- Read Across America - Kamala
- Read Across America - Marina West
- dismissal time
- African American Parent Steering Committee
- Superintendent Fellows
- acknowledging our Assistant Principals
- updated mask mandate
- remembering Benita Colitti

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

Debra Cordes

- condolences to Dr. Nocero and Colitti family
- thank you to all presenters - so impressed with student presenters
- African American speeches - they get better every year
- Read across America - went to three schools; it was nice to go in person
- participated in Legislative Action Day - virtual
- thank you to everyone for job they are doing every day
- remembering Deborah Sims, teacher from Kamala that passed; condolences to her family

Katalina Martinez

- thank you to Frank for presentation
- thank you to AKA for speeches
- congratulations to Assistant Principals on their week in April
- enjoying watching basketball at schools on Saturdays - exciting to see students; appreciates the commitment of their coaches

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

Monica Madrigal Lopez

- thank you to all presenters
- thank you - impressed with students from Frank
- congratulations to winners of AKA speech exposition
- Read Across America - read at Kamala and Soria via Zoom; great experience

Veronica Robles-Solis

- thank you to all presenters
- enjoyed Frank poems
- AKA speeches - 'drop the mic'
- this is why we are here - students and parents
- condolences to Dr. Nocero

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:19 p.m.

Motion to adjourn

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 1st day of June, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 16, 2022, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 01, 2022

Agenda Section: Section F: Board Policies, First Reading

Board Policies, Regulations and Bylaws

No Board policies will be approved at this meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

No Board policies will be approved at this meeting.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 01, 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: June 01, 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: June 01, 2022

Agenda Section: Section G: Conclusion

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, May 27, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A