

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA REGULAR BOARD MEETING Wednesday, January 19, 2022

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

January 19, 2022

Section A: PRELIMINARY

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

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Mr. Pablo Ordaz, Principal, Curren School, will introduce Syuli Pimentel, 4th grade student in Mr. Rodriguez’s class, and Danielle Dominguez, 6th grade student, 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 and in Spanish by Tania Tellez, 7th grade student at Curren School.

A.4. Presentation by Curren School

Mr. Pablo Ordaz, Principal, Curren School, will provide a short presentation to the Board regarding Curren. 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. Study Session - Presentation of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/CFW)

It is the recommendation of the Superintendent, in consultation with CFW, that the Board receive the December 2021 Semi-Annual Implementation Program Update. The Report will be placed on the February 2, 2022 Board meeting agenda for the Board's consideration.

A.7. 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.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

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

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:

Consider the Request to Expel Student:

- Case No. 21-03 (Action Item)

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Evaluation
- Superintendent

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

A.10. 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.11. Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrator:

- Kenneth Noriega, Maintenance Manager

A.12. Presentation - Dual Language Immersion (DeGenna/Fox)

The Assistant Superintendent, Educational Services and the Director of Teaching and Learning will provide a presentation on the district's Dual Language Immersion Program.

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

B.2. Public Hearing: Sunshine of the California School Employees Association, Chapter 272 (CSEA) and the Oxnard School District's (District) Initial Proposals for 2021-2022

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

Negotiations, Pursuant to Government Code Section 3547 (Torres)

Pursuant to the provisions of Government Code Section 3547, a Public Hearing will be held to sunshine the intent of the District and CSEA to negotiate the outlined articles. Following the Public Hearing, it is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2021-2022 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

B.3. Public Hearing - Options for Trustee Area Redistricting (Aguilera-Fort/Sawhney)

A public hearing will be held to review and receive public input on the options for Trustee Area Redistricting. Following the public hearing, any revisions will be brought back for review and input at the February 2, 2022 Board meeting. Final revisions will be presented for the Board's adoption at the February 16, 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. Enrollment Report (Aguilera-Fort)

District enrollment as of December 31, 2021 was 14,428. This is 690 less than the same time last year.

C.2. Personnel Actions (Torres/Batista/Torres)

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

C.3. Establishment of Positions (Torres/Torres)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of

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Classified Human Resources that the Board of Trustees approve the establishment of positions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.4. Approval of Agreement/MOU #21-168, Stephanie Hammer TK-8 Education Consulting (DeGenna/Shea)

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-168 with Stephanie Hammer TK-8 Education Consulting, to provide professional development, curriculum design, instructional coaching, and consultation services for the Oxnard School District to support the Expanded Learning Opportunity Program, January 20, 2022 through June 30, 2022, in the amount not to exceed \$50,000.00, to be paid out of ASES and ELO Program Funds.

C.5. Approval of Agreement/MOU #21-171 – Ventura County Arts Council (DeGenna/Almanza)

It is the recommendation of the Principal, Elm School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-171 with Ventura County Arts Council, to provide eight (8) Visual Arts Classroom Residencies, plus 1 Matching Scholarship Residency at Elm School, January 20, 2022 through June 30, 2022, in the amount of \$4,887.50, to be paid out of Supplemental/Concentration Intervention funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.6. Ratification of Amendment #1 to Agreement #20-95 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-95 with VCOE, to adjust the total cost for providing support from Special Circumstances Paraeducators (SCP's) for student #JM111710 through June 30, 2021, in the amount not to exceed \$9,230.86, to be paid out of Special Education funds.

C.7. Ratification of Amendment #1 to Agreement #20-135 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-135 with VCOE, to adjust the cost for providing support from Special Circumstances Paraeducators (SCP's) for student #OL083008 through June 30, 2021, in the amount not to exceed \$4,367.84, to be paid from Special Education funds.

C.8. Ratification of Amendment #2 to Agreement/MOU #21-09 – Hip Hop Mindset (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement/MOU #21-09 with Hip Hop Mindset, to continue Hip Hop Dance Instruction at each of our schools' afterschool programs through the end of the 2021-2022 school year, in the amount of \$767,360.00, to be paid out of ASES Grant funds.

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C.9. Ratification of Amendment #1 to Agreement #21-43 - Ventura County Office of Education (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-43 with the Ventura County Office of Education Migrant Education, to identify reimbursable expenses in the not to exceed amount of \$18,000.00 for the original term of July 1, 2021, through June 30, 2022.

C.10. Ratification of Agreement #21-167, A.T. Still University – Arizona School of Health Sciences (Torres/Batista)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-167 with A.T. Still University – Arizona School of Health Sciences, for Oxnard School District to provide safe facilities and environment for practical learning and/or clinical experiences to A.T. Still University – Arizona School of Health Sciences (ASHS) students, November 22, 2021 through June 30, 2024, at no cost to Oxnard School District.

C.11. Ratification of Agreement #21-169 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-169 with the California Collaborative for Educational Excellence, for Oxnard School District to organize a team to participate in Peer Leading and Learning (PLLN) meetings with other participating districts, communicate regularly with the Community Engagement Initiative, respond to all research inquiries, share resources developed through their participation in the initiative with other districts, and provide meeting space at a District school site or nearby location if there is a return to in person meetings, July 1, 2021 through June 30, 2022, funding to be provided to Oxnard School District up to the amount of \$30,000.00.

C.12. Ratification of Agreement #21-170 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-170 with the California Collaborative for Educational Excellence, for Oxnard School District to provide two facilitators who will work in close collaboration with Community Engagement Initiative (CEI) Lead Agency Facilitators to develop a meeting calendar, attend all meetings, plan professional development activities for Cohort II districts, host and facilitate meetings virtually or in person to improve community engaging efforts in participating districts, and complete meeting surveys and reflection documents as requested, July 1, 2021 through June 30, 2022, funding to be provided to the Oxnard School District up to the amount of \$60,000.00.

C.13. Ratification of Agreement/MOU #21-172 - Ventura County Office of Education (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-172 with the Ventura County Office of Education, for VCOE and the district to create and maintain a collaborative relationship to ensure the timely and successful implementation of the American Rescue Plan Act of 2021 for Children and Youth Experiencing Homelessness, July 1, 2021 through June 30, 2024, funding in the amount of \$9,000.00/year, for a three-year total of

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\$27,000.00, to be provided to Oxnard School District.

Section D: ACTION ITEMS

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

D.1. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Denella Santoyo (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Denella Santoyo, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of a Provisional Internship Permit in Single Subject Math for the 2021-22 School Year for Stephanie Lopez (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Single Subject Math for Stephanie Lopez, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of a Variable Term Service Waiver: Special Education, Moderate to Severe Credential for the 2021-22 School Year for Rebecca Gomez (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver: Special Education, Moderate to Severe Credential for Rebecca Gomez, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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D.4. Change in Classified Substitute Pay Rate (Torres/Torres)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees adopt the proposed change in substitute pay for Classified substitutes, whereby 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) will be paid at the newly established minimum wage of \$15 per hour.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

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

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

- November 4, 2020 Regular Meeting
- November 18, 2020 Special Meeting
- December 9, 2020 Special Meeting
- December 16, 2020 Regular Board 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. First Reading of Revisions to AR 3515.6 – Criminal Background Check for Contractors (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees receive AR 3515.6 for First Reading, as presented.

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, January 14, 2022.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 2022

Agenda Section: Section A: Study Session

Presentation of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/CFW)

The December 2021 Report provides the eighteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last June 2021 six-month update (adopted by the Board in August 2021) and the time of this document’s publishing in December 2021. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$346.8 million primarily due to anticipated increases in State aid revenues. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of October 31, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Based on the approved guaranteed maximum price (GMP) construction contract and estimated total soft costs, the proposed “all-in” budget for the Rose Avenue project has increased from \$30.7 million to \$51.1 million. The total Program Reserve has been decreased from \$18.2 million to \$3.1 million due to increases in estimated uses over the duration of the Program.

RECOMMENDATION:

It is the recommendation of the Superintendent, in consultation with CFW, that the Board receive the December 2021 Semi-Annual Implementation Program Update. This Report will subsequently be placed on the February 2, 2022 Board meeting agenda for the Board's consideration.

ADDITIONAL MATERIALS:

Attached: [December 2021 Semi Annual Report Presentation \(10 pages\)](#)

[December 2021 Semi-Annual Implementation Program Update Report \(56 pages\)](#)



OXNARD SCHOOL DISTRICT

Ventura County

Master Construct & Implementation Program – 18th Semi-Annual Update

*Board of Trustees Presentation
January 19, 2022*

6425 CHRISTIE AVENUE
SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD
SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE
SUITE 106
OXNARD, CA 93035
(805) 201-1989



Overview

- The eighteenth semi-annual update to the Master Construct and Implementation Program (Program) is presented this evening for Board consideration
- Major activities completed and undertaken and updates over the last six-month period include:
 - ✓ Commencement of construction for the Rose Avenue reconstruction project
 - ✓ State review of modernization and new construction funding applications totaling approximately \$7.8 million in grant funds estimated to be released by May 2022
- To date, four replacement school projects are complete and occupied and have been designed and built to support 21st Century learning environments
- The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program
- Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements
- To date, the District has received approximately \$27.1 million in State aid reimbursements
- The District may consider applying for funding under the State's preschool, transitional kindergarten, and kindergarten facilities grant program for improvements to mitigate the demand for Title 5 compliant classrooms required for TK and preschool implementation

Status of Master Construct Projects

Completed	
✓	Harrington Elementary
✓	Lemonwood Elementary
✓	Marshall 12 Classroom Building
✓	Elm Elementary
✓	Harrington ECDC
✓	Kindergarten/Flex Classrooms: Ritchen, Ramona, McAuliffe, Brekke
✓	McKinna Elementary
✓	Lemonwood ECDC
Under Construction Local and State Funding	
	Rose Avenue Elementary
DSA and CDE Approved Local and State Funding	
	Ritchen Elem. Modernization (Financial Hardship State Funding)
	Seabridge Elementary
Pending Design and Approval Local and State Funding	
	Doris Patterson K-5 School



Enhanced	<ul style="list-style-type: none"> • 100% State Funding • Financial Hardship Status
Extended	<ul style="list-style-type: none"> • 50% Local Funds • 50% State Aid Match
Basic	<ul style="list-style-type: none"> • 100% Local Funds • No State Match Available

These projects have been implemented subject to the Basic strategy

This project is being implemented subject to the Basic and Extended strategy

These are proposed subject to the Basic, Extended and Enhanced strategy

Educational Program

- The District developed a “Student Profile” that lists the attributes, qualities and traits that students are expected to display and demonstrate upon leaving the District at the end of 8th grade
- As the District moves forward with this powerful instructional model, adopted facility specification for 21st Century classrooms are currently being reviewed
- The District has learned several lessons from the pandemic, the responses to it and adaptations made for continuous learning opportunities. Because the 21st Century classroom specification set by the District is flexible and mobile, these changes should be easily accommodated as the District moves forward
- There may be a need for creating powerful outdoor learning spaces that support student projects related to the integrated units. More than ever before, students now have a need for emotional support which will require additional space at school sites for counseling and/or social workers offices
- The State has taken steps to require school districts to implement full day preschool and transitional kindergarten (TK) programs, the District will need to determine a desired model for both programs. Models may include either clustering them at an Early Childhood site or having them at each school site
- The District might want to entertain a combination of both programs with all TK students attending their school of attendance and preschool students being clustered in a few locations throughout the District

State Considerations

- The State Legislature is deliberating two statewide school facility measures as applications for matching facility grants exceed available bond authorization:
 - **Assembly Bill 75 (O'Donnell)**, the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 - Authorizes the sale of **\$12 billion** in general obligation (GO) bonds for K-12 and California Community Colleges (CCC) school facilities construction and modernization projects
 - **Senate Bill 22 (Glazer)**, the Public Preschool, K–12, and College Health and Safety Bond Act of 2022 - Authorizes **\$15 billion** for the construction and modernization of public preschool, K-12, community college, University of California (UC), and California State University (CSU) facilities
- The State will make apportionments at the January 2022 SAB meeting, using the additional \$250 million allocated from General Fund in date order received, to the first projects with “unfunded approvals” with a request for a priority funding apportionment that is valid from January 1 through June 30, 2022
- The State will administer a \$490 million program in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support preschool, transitional kindergarten and full-day kindergarten instruction. Applications are anticipated over two funding rounds: \$225 million to be conducted in April 2022 and remaining funds to be conducted in March 2023
- The State may continue to allocate State General Fund surpluses to directly fund school facilities improvements

State Aid Applications

- To date, the District has received approximately \$26 million in new construction State aid reimbursements for completed projects at Drifill, Harrington, and Lemonwood Elementary Schools and \$1.1 million in modernization reimbursements for improvements at Fremont
- Since the June 2021 report, the District's remaining new construction and modernization applications on the State's "workload list" came up for review by the State
- To address impacts of COVID-19 on enrollment and new construction eligibility, on August 25, 2021, the State Allocation Board approved a one-time exemption that allows districts with new construction applications that were required to submit an eligibility update the option of using the 2020-21 or 2019-20 enrollment year as the current year for projections
- The District has experienced significant declines in its projected enrollment utilizing either 2020-21 or 2019-20. The most advantageous outcome for the District resulted in no remaining new construction eligibility pupil grants at the K-8 grade level, however some eligibility for SDC
- In total, approximately \$7.8 million in new construction and modernization applications are anticipated to receive apportionments with funds estimated to be released by May 2022
- The District has additional new construction applications on the State's "beyond bond authority list" for the Rose Avenue and Seabridge projects totaling \$26 million in estimated grants that will require a future Statewide bond and will be subject to eligibility at time of review. It is anticipated that another Statewide bond will be placed on the ballot as soon as 2022
- Additional applications will be filed for the modernization projects planned at Ritchee and McAuliffe under the State's financial hardship program for placement on the State's "beyond bond authority" list

Proposed Master Budget - Sources

- The Proposed Master Budget has increased to \$346.8 million primarily due to anticipated increases in State Aid revenues

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 12,800,000	\$ -	\$ -	\$ 12,800,000	\$ -
Series E	\$ 23,800,000	\$ -	\$ -	\$ -	\$ 23,800,000
Total Master Construct Bonds	\$ 141,833,853				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 35,771,755	\$ -	\$ 25,496,517	\$ 9,311,496	\$ 963,742
Est. Developer Fees	\$ 41,773,870	\$ 7,454,555	\$ 4,424,484	\$ 13,239,431	\$ 16,655,400
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,056,610	\$ 1,594,953	\$ 3,856,391	\$ 676,013	\$ 2,929,254
Est. Total Sources	\$ 346,775,259	\$ 127,388,677	\$ 139,011,245	\$ 36,026,941	\$ 44,348,396

Proposed Master Budget - Uses

- Budgets for closed out projects were adjusted to reflect the actual expenditures to date, however, further adjustments may be required
- Based on the approved GMP and estimated total soft costs, the budget for Rose Avenue has increased from \$30.7 million to \$51.1 million
- The total Program Reserve has been decreased from \$18.2 million to \$3.1 million due to increases in estimated uses

Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,767,119	\$ 7,767,119	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,999,847	\$ 800,572	\$ 9,199,275	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,786	\$ -	\$ 29,063,377
Construct Doris/Patterson 6-8	\$ 278,057	\$ -	\$ 278,057	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 3,019,331	\$ 25,549,101	\$ -
Reconstruct Harrington Elementary	\$ 23,776,013	\$ 23,776,013	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,878,847	\$ 32,878,847	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,981,218	\$ 41,981,218	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 51,071,913	\$ -	\$ 51,071,913	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,019,406	\$ 13,019,406	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 429,872	\$ 351,773	\$ 78,099	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,121	\$ 649,121	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,603	\$ 598,603	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,816	\$ 619,816	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,746,520	\$ 321,487	\$ 2,923,187	\$ 4,501,846	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,492	\$ 275,097	\$ 1,909,465	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 7,509,474	\$ 552,588	\$ 3,043,393	\$ 3,913,493	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,240,115	\$ -	\$ 2,192,490	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,717	\$ 1,901,281	\$ -	\$ -	\$ 5,557,436
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,278	\$ 1,079,278	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 166,253	\$ 166,253	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,215,039	\$ 3,215,039	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,234,498	\$ 12,184,723	\$ 49,775	\$ -	\$ -
Subtotal	\$ 329,899,971	\$ 142,138,235	\$ 114,471,927	\$ 33,964,441	\$ 39,325,368
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 13,778,789	\$ -	\$ 9,395,289	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 3,096,499	\$ (14,749,558)	\$ 394,471	\$ -	\$ 2,702,028
Est. Total Uses	\$ 346,775,259	\$ 142,138,235	\$ 124,261,687	\$ 36,026,941	\$ 44,348,396
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 346,775,259				

*Assumes State Aid Financial Hardship funding for Ritchen and McAuliffe modernization projects

Other Considerations

- Funding for future projects identified in the plan are dependent of a combination of authorized but unsold Measure “D” general obligation bond proceeds, State grants and reimbursements, and other local sources such as developer fee revenues
- The District’s enrollment remains the primary driver of eligibility for State funded grants and other programs for facilities as well as a major consideration for the District’s ability to collect developer fees into the future
- The full implementation of transitional kindergarten will require a substantial investment in the construction or retrofit of classrooms to become Title 5 compliant
- Additional improvements to support facilities will also have to be considered to accommodate the additional enrollment and staff required to operate the program on each campus
- The State’s implementation plan for transitional kindergarten is unlikely to provide the necessary facilities funding to fully implement a TK program in permanent Title 5 compliant classrooms
- Additional local facilities funding beyond Measure “D” will be required to fully implement the TK program and the District should include these considerations as part of its Enhanced Master Construct Program
- It is estimated that the District could raise approximately \$181 million in new general obligation bond proceeds if authorized by voters
- The next opportunity to seek voter authorization is June and November of 2022

Next Steps

- Traditionally, adoption of the six-month update is a two-step process
- Tonight the six-month report has been forwarded to the District for the Board's review
- Based upon the Board's review, recommendations to adopt the six-month report will be considered at the regular February 2, 2022 Board meeting



December 2021

ADMINISTRATIVE DRAFT



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees

CFW
— INC.



Prepared by:

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the eighteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). This report links the progress of the original 2013 Reconfiguration and Implementation Program and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. This report reflects the status of the Program since the last June 2021 six-month update (adopted by the Board in August 2021) and the time of this document’s publishing in December 2021. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated Master Budget and schedule merges and integrates approved and proposed projects based on funds from the Measure “R” and Measure “D” bond programs and other local funding sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facility Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

The District developed a “Student Profile” that lists the attributes, qualities and traits that students are expected to display and demonstrate upon leaving the District at the end of 8th grade. A vision for the desired future has been defined with the understanding that it will remain open as it evolves over time and changes as implementation of the program progresses. The District desires for students who leave 8th grade to be culturally, academically, and linguistically responsive so that they can deal with life in positive and productive methods.

As the District moves forward with this powerful instructional model, adopted facility specification for 21st Century classrooms are currently being reviewed. There may be a need for creating powerful outdoor learning spaces that support student projects related to the integrated units. More than ever before, students now have a need for emotional support which will require additional space at school sites for counseling and/or social workers offices.

As the State moves to implement full day preschool and transitional kindergarten (TK), the District needs to determine the desired model they prefer for preschool and TK programs. Models may include either clustering at specific sites or having each program at each school site. The development of this model will direct the facilities program and subsequent eligibility for State matching funds.

The District has learned several lessons from the pandemic, the responses to it and adaptations made for continuous learning opportunities. There was a far greater reliance on technology and how to harness the power of technology to support learning. Having the learning environments to support continued implementation of the online curriculum and the integrated units in which students produce projects to demonstrate mastery of the standards and subject matter content is critical. Because the 21st Century classroom specification set by the District is flexible and mobile, these changes should be easily accommodated as the District moves forward and the specification continues to be implemented.

1.2 FACILITIES PROGRAM

The Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, four replacement school projects are complete and occupied and have been designed and built to support 21st Century learning environments. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program.

Major progress of facilities projects over the last six-month period include:

- Commencement of construction for the Rose Avenue reconstruction project

- State review of modernization and new construction funding applications totaling approximately \$7.8 million in grant funds estimated to be released by May 2022

1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The District’s remaining submitted reimbursement applications on the State’s workload lists have come up for review. In total, approximately \$7.8 million in applications are anticipated to receive apportionments with funds estimated to be released by May 2022. The Seabridge and Rose Avenue applications remain on the State’s beyond authority list and will be subject to eligibility requirements at time of review by the State. Additional applications will be filed for the modernization projects planned at Ritchee and McAuliffe elementary schools under the State’s financial hardship program for placement on the State’s “Funding Beyond Authority” list.

Total sources of funding are anticipated to increase to approximately \$346.8 million from \$341.5 million primarily due to anticipated increases in State aid revenues. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of October 31, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. In September 2021, the District’s Board approved the guaranteed maximum price (GMP) contract for the reconstruction of Rose Avenue elementary school. Based on the approved GMP and estimated total soft costs, the proposed “all-in” budget for the Rose Avenue project has increased from \$30.7 million to \$51.1 million. As reported in June 2021, the construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. The total Program Reserve has been decreased from \$18.2 million to \$3.1 million due to increases in estimated uses over the duration of the Program. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation

- Establish a date for the next six-month review by the Board
- Action will be presented for the Board’s consideration at the next Board meeting in February

EDUCATIONAL PROGRAM

In November 2020, the District reorganized the educational services department to improve the instructional programs and meet the academic needs of the student with a renewed emphasis on engagement for all students in the District. The District has continued to address systemic inequalities between student groups that include English learners, African Americans, and other sub-groups and to increase communication with these families. Previously, the District had begun the work of mapping Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS), developing essential curriculum for these standard and integrating them with the academies. Building upon that work and moving it to more intellectually challenging curriculum, the District has developed a “Student Profile” that details the attributes and what a student must know when they are promoted from eighth grade and matriculate to high school. This is a comprehensive effort that aligns and integrates not only the CCSS and NGSS, but also the curriculum units and instructional methods. It also requires teachers to provide opportunities for students to develop and use 21st Century skills deemed important by the World Economic Forum to prepare students successfully for the workforce (digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating). This effort calls for students to demonstrate their learning and mastery of the curriculum through projects that call for the integration of the CCSS and the NGSS. Thus, English language arts and math will no longer be taught in isolation. They are taught through an integration with science and history social science. This effort is being developed for both the English and Dual Language Immersion programs. The District desires for students who leave 8th grade to be culturally, academically, and linguistically responsive so that they are able to deal with life in positive and productive ways.

2.1 STUDENT PROFILE: CURRICULUM AND INSTRUCTION

The District, through the Educational Services Department with input from administrators, principals and teachers, has developed a “Student Profile” that lists the attribute, qualities and traits that students are expected to display and demonstrate upon leaving the District at the end of 8th grade. Beginning with preschool students, all parents and students will know what this “Student Profile” entails for their age level and how they will demonstrate mastery of these attributes and qualities. A vision for the desired future has been defined with the understanding that it will remain open as it evolves over time and changes as implementation of the program progresses. Using the CCSS, integrated units of study for English language arts, Spanish language arts and math have been developed using the History Social Studies and NGSS for all TK-6th grades. These units are designed to be intellectually challenging and require students to demonstrate mastery of the standards. Academic skills are important for students to learn but the goal is for students to apply these skills in different content areas. Social and emotional

support is also important for students to be able to perform at their optimal level, therefore the Social Justice Standards have been layered into the integrated units. The District desires for students who leave 8th grade to be culturally, academically, and linguistically responsive so that they can deal with life in positive and productive methods.

The District believes in an inquiry-based balanced literacy as foundational literacy. However, students need to learn to read for a purpose and to apply the literacy skills in real world situations. Students must learn effective reading and writing strategies and apply these strategies through student centered practice. Students receive standards-based instruction and focus on content literacy that is organized through interdisciplinary units that promote critical thinking, inquiry, and social action.

For the Dual Language Immersion program, to achieve biliteracy, students are engaged in an inquiry-based balanced literacy model that occurs daily in both Spanish and English. The Spanish language is heightened as a means to value students' culture and background.

Mathematical Thinking is a model developed by Stanford University that focuses on critical thinking outside the box to solve real work problems using mathematics. Teachers learn this method of guided instruction to support students developing critical thinking outside the mathematical box not just using a traditional mathematical procedure to solve a highly stereotyped problem. The District has made Mathematical Thinking the foundational instructional core for the integrated units in mathematics. Mathematical Thinking explores through staff development how students in pre-K-8th grade learn mathematics and recommends how teaching, curricula should be taught to improve mathematical learning. The District desires that students think and engage deeply with mathematical ideas. To this end, the Eight Standards for Mathematical Practice, found in the CA Mathematics Framework, are to be incorporated into all mathematical learning. These standards describe various expertise that mathematics educators must seek at all levels to develop their students into mathematical thinkers, to provide for students to engage in tasks that promote creativity, collaboration and problem solving, provide for multiple entry points and varied solution strategies. Through discourse among students and building of a shared understanding of the different mathematical concepts through analysis and comparison of the varied approaches and arguments, students develop higher order thinking skills and engage in complex reasoning tasks.

Because the middle schools are departmentalized, the integration of the CCSS and NGSS has been more challenging. The District has begun to work with these grade levels by having the History Social Science standards integrated with the English Language Arts standards and in the curriculum units. For the 7th and 8th grades, the Social Justice Standards are integrated with the English Language Arts standards as well and taught within the curriculum units.

To align the entire District's educational program and provide extended learning opportunities, students participating in the Afterschool Program will continue working on the content in the integrated units that have been developed. They will no longer be using a separate standalone curriculum. Afterschool program staff have and will continue to receive staff development to understand and use the integrated units effectively.

All the integrated units are put into “Canvas,” an online learning management system, for easy access by all teachers and other staff. As teachers develop specific lesson plans for the integrated units, these are published to Canvas and available for all teachers and afterschool staff to use. Students create projects and products which they post to Canvas as evidence of learning and mastery of standards. The projects posted are available for use as student exemplars for future curriculum or rubric development for student assessments.

Checklists and rubrics have been developed for all standards for teachers to use to determine a student’s progress in mastery of the standards. Teachers have been trained on methods for observing students learning, taking anecdotal notes on their participation and judging them against the criteria developed to indicate mastery. Teachers are then able to determine specific supports and/or interventions needed to promote learning.

Teachers are expected to work collaboratively within and across grade levels and engage in data driven decision-making and evidence-based practices. A staff development plan and schedule has been developed by the District to ensure that all teachers understand the integrated units and how to teach them. Regular collaboration meetings provide time for teachers to discuss the data on student performance, what worked well, what needed to be improved and specific instructional strategies that are particularly helpful to support student learning.

As this work progresses, it will be important for teachers to provide for differentiated instruction in the classrooms as they teach to the standards and the integrated units. This will require classrooms to be flexible and arranged in a variety of ways to meet the needs required for the differentiation. The use of technology may also be very helpful as teachers develop effective models for quality instruction.

The District has developed a list of “Look Fors” that include instructional practices that a visitor would see if they were in a classroom in which the teacher was providing good instruction for the integrated unit. The administration has been trained on the “Look Fors”. Every month, a team comprised of District administrators and the principal do classroom visits to see if the “Look Fors” are being implemented in the classroom. The data gathered from the classroom observations guides that professional development for the teachers and the administrators.

2.2 CONSIDERATIONS FOR MOVING FORWARD

As the District moves forward with this powerful instructional model, adopted facility specification for 21st Century classrooms are currently being reviewed. The changes in the instructional methods for the integrated units and development of student projects and products needs to be taken into consideration to determine what additional changes may need to be made to the 21st Century classrooms specification. There may be a need for creating powerful outdoor learning spaces that support student projects related to the integrated units. More than ever before, students now have a need for emotional support which will require additional space at school sites for counseling and/or social workers offices.

As the State moves to implement full day preschool and transitional kindergarten (TK), the District needs to determine the desired model they prefer for preschool programs. Models may include either clustering them at an Early Childhood site or having them at each school site. The District might want to entertain a combination of both programs with all TK students attending their school of attendance and preschool students being clustered in a few locations throughout the District.

The District would like to continue to offer special education programs in clusters at school sites. If there was classroom space, it would be ideal to have a continuum of three special education (SDC) at the K-8 sites as students could remain at that school for the entire time they are in the District. For the mild to moderate program, currently, two classes of SDC are at selected K-5 schools, a primary and an upper grade classroom. This program delivery works well for the students providing a continuous school setting until sixth grade and maximum integration into the general education classrooms as identified on the student's IEP. For highly specific special education programs such as the Deaf and Hard of Hearing, having the students clustered at a given school site is ideal as the program and classroom needs are very specific to that population and they have a community of additional supports.

The District has learned several things from the pandemic, the responses to it and adaptations made for continuous learning opportunities. Positive changes brought about by COVID- 19 pandemic will be utilized and used in the new curriculum and instruction being developed. There was a far greater reliance on technology and how to harness the power of technology to support learning. For example, each student having a handheld device is one of the positive changes that the District will maintain. Having the learning environments to support continued implementation of the online curriculum and the integrated units in which students produce projects to demonstrate mastery of the standards and subject matter content is critical. A classroom designed to support instruction of the integrated units is vital to their implementation of the new "Student Profile." Because the 21st Century classroom specification set by the District is flexible and mobile, these changes should be easily accommodated as the District moves forward.

STATE & LOCAL CONSIDERATIONS

Periodically, the District receives updates on State and local considerations that may impact the implementation of the Master Construct Program (Program). CFW and the District continue to monitor State programs for additional sources of funding to augment program funding, where applicable. A summary of additional funding programs is provided below which includes the replenishment of the School Facility Program (SFP) through a Statewide ballot initiative, additional funding allocated towards existing project applications on the State’s SFP wait lists, and funding for preschool, transitional kindergarten, and kindergarten facilities.

3.1 STATEWIDE FACILITY BOND BILLS UNDER CONSIDERATION

Currently, the State Legislature is deliberating two statewide school facility measures as applications for matching facility grants exceed available bond authorization. The first bill is Assembly Bill 75 (O’Donnell), the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 which was approved by the State Assembly. AB 75 will be a two year bill. This means that no further action will be taken on this bill in 2021. The bill will most likely be heard in the new legislative session which begins on January 3, 2022.

AB 75 authorizes the sale of \$12 billion in general obligation (GO) bonds for K-12 and California Community Colleges (CCC) school facilities construction and modernization projects to be placed on an unspecified statewide election in 2022. The bill further authorizes the State Allocation Board (SAB) to allocate an unspecified amount of funds for a) New Construction; b) Modernization; c) Replacement of facilities older than 75 years; d) Remediation of Lead in Water; e) Career Technical Education (CTE) among other purposes.

According to the author of AB 75, “studies have found a positive relationship between the condition of school facilities and student achievement. A 2017 report by the California Policy Lab analyzing the impact of newly constructed schools on student achievement in the Los Angeles Unified School District found significant student improvements in standardized test scores, attendance rates, and effort following attendance at a new school facility. According to the CDE, facility condition, design and utilization affect student and staff attendance, retention of teachers, student disruptions, time teachers and students spend on instruction/learning activities, curriculum offerings, teacher and student time in school (school calendar), participation by staff and students in extra-curricular activities, parent visits, and extent of local school program innovations.”

The second bill being considered is Senate Bill 22 (Glazer), the Public Preschool, K–12, and College Health and Safety Bond Act of 2022. This bill authorizes \$15 billion for the construction and modernization of public preschool, K-12, community college, University of California (UC), and California State University (CSU) facilities to be placed on the ballot for statewide elections in 2022. Specifically, this bill: a) Increases local bonding capacities for non-unified school districts from 1.25 percent to 2 percent and for unified school districts from 2.5 percent to 4 percent of the taxable property in the district; b) Establishes the 2022 State School Facilities Fund within the state treasury; c) Requires a school district, as a condition of participating in the SFP, to submit to the OPSC a five-year facilities master plan approved by the governing board of the school district among other requirements.

This bill was amended to include a set aside of \$250 million for the construction and renovation of school mental health and wellness facilities, and another \$250 million set aside for school stadium lighting projects. Upon approval of the bill on the Senate Floor, it was sent to the Assembly Rules Committee where it was “held” in committee. It is unclear whether this bill will continue to advance.

3.2 ADDITIONAL PROGRAM FUNDING FOR EXISTING SFP PROJECT APPLICATIONS

The Governor’s budget added \$250 million in one-time General Funds to be deposited into the 2016 State School Facilities Fund for allocation to eligible new construction and modernization projects which are available for use until June 30, 2022. The State will make apportionments at the January 2022 SAB meeting, using the additional \$250 million allocated from General Fund in date order received, to the first projects with “unfunded approvals” with a request for a priority funding apportionment that is valid from January 1 through June 30, 2022.

3.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

The State intends to phase in the full implementation of universal transitional kindergarten (TK) by the year 2025-26, in effect creating a new grade level for the K-12 system. Currently, those students who are eligible for the TK program must have birthdays between September 2 and December 2 of the school year. Beginning in 2022-23 school year, student will be admitted to the TK program who have birthdays between September 2 and February 2; for the 2023-24 school year the birthday will be extended until April 2; for the 2024-25 school year the birthday will be extended to June 2; and for 2025-26 the birthday is extended until the first day of school at which time the program will be in full implementation.

The program requirements will likewise be phased in. Beginning in 2022-23, there must be one adult for every 12 pupils in the TK classroom. In 2023-24 school year, there must be one adult for every 10 TK pupils, contingent upon appropriation of funds. A planning and implementation grant will be available to districts beginning this school year. These funds may be used for the associated costs in creating and expanding the California State Preschool Programs (CSPP) or TK programs, or to establish or strengthen partnerships with other providers of preschool education within the District to ensure high quality preschool education options are available to all four year old students.

The Full Day Kindergarten Facilities Grant Program (FDKFGP) included one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. The program was initiated in 2019 and has been oversubscribed.

The Governor's budget for Fiscal Year 2021-22 expanded the program by including \$490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support preschool, transitional kindergarten and full-day kindergarten instruction. The program is now referred to as the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program.

Funding will be open to districts that do not have the facilities to adequately house state preschool, transitional kindergarten and kindergarten students that currently attend or will attend a full-day program. The program requires matching share of 75/25 (state/district) for part-day kindergarten programs that are converting to full-day. Districts that already have full-day kindergarten programs require 50/50 (state/district) for new construction and 60/40 (state/district) for retrofit projects. All transitional kindergarten and preschool projects require a matching share of 75/25 (state/district).

To apply, school districts must submit documentation to identify the current state preschool, transitional kindergarten and/or kindergarten enrollment and classroom inventory and usage of all facilities at a site. School districts are required to provide school site enrollment data for the year in which the application(s) is processed as well as enrollment data for the three immediately preceding years. Project narratives are also required for the applications. The OPSC will use the enrollment data and site map to verify a school site's overall need for funding based on enrollment patterns and capacity at the site. Proposed facilities at a minimum will be subject to meet current California Department of Education (CDE) and Title 5 requirements such as classrooms of 1,350 square feet with a restroom and storage/workroom accessible from the main classroom area. Preschool projects will need to meet Title 22 requirements, which are similar to Title 5 requirements for kindergarten, however there are some nuances specific to preschool such as one toilet per 15 pupils and an outdoor activity space with at least 75 square feet per child. For preschool projects, districts will need to submit a recent childcare needs assessment conducted by its regional local planning council for preschool age children and have a future or current contract with the CDE to operate a preschool. CDE will provide construction plan approvals for all projects to ensure that they meet Title 5 requirements. Districts will be required to certify on the application for funding that prior to occupancy of the classrooms, the District has obtained a Child Care Center License from the California Department of Social Services (CDSS). As part of the license requirements, the CDSS will verify compliance with Title 22. School district must provide evidence of licensure status at the time of project audit.

The number of kindergarten classrooms that a district will qualify for is based on the actual kindergarten enrollment at the school site selected. For preschool and transitional kindergarten, the number of classrooms that a District will qualify for is based on an average enrollment of the first, second and third grades of the base year and two years prior at the selected school. In addition, the State is limiting the number of classrooms eligible for funding for a project that houses preschool and/or transitional

kindergarten to a maximum of four classrooms for each grade level. There is not a limit on the number of full-day kindergarten classrooms that can be included in a project since kindergarten eligibility is based on current need and enrollment. The State will use a loading standard of 25 students per preschool, transitional kindergarten, and kindergarten classroom for funding purposes.

Applications are anticipated over two funding rounds: \$225 million to be conducted in April 2022 and remaining funds to be conducted in March 2023. Any funds that return to the program after the 2022 funding round will be included in the 2023 round. The program is expected to be oversubscribed, as such a priority point system will be given to financial hardship districts and districts will high free and reduced lunch rates. Districts receive 40 points if an application is submitted during the time the District qualified for financial hardship. In addition, districts receive approximately 1 point for each point above 60% for the Free or Reduced Price Meal rate based on a scoring scale developed by the State. These estimated priority scoring amounts are preliminary based on current understanding and are subject to change and evaluation by the State upon implementation of the new program.

3.4 ADDITIONAL CONSIDERATIONS

Recent State funding opportunities has placed new emphasis on needed facilities to support universal preschool and transitional kindergarten programs on a full day schedule. The District currently operates transitional kindergarten (TK) and kindergarten (K) classes on a full-day schedule, however TK programs are limited by age criteria. The District operates a variety of preschool programs to three and four years olds at various school sites throughout the District. Most preschool programs are half day programs. All of these programs are to be housed in Title 5 compliant classrooms with preschool programs needing the additional Title 22 licensing requirements. The Early Childhood Development Center (ECDC) classrooms previously built or repurposed in the District meet both requirements.

Currently, the District operates preschool programs at 10 different school sites to approximately 862 three- and four-year-olds in 20 classrooms. Some of the 20 classrooms are Title 5 compliant rooms and others are preschool classrooms that meet the Title 22 requirements but not the Title 5 requirements. All programs, except for one, are half day with a class in the morning and another one in the afternoon. The Migrant Head Start program offered at Harrington is the one full day program. Preschool programs are offered at Lopez Academy, Marina West, Harrington, Sierra Linda, Driffill, Lemonwood, Ramona, Ritchen, Rose Avenue and San Miguel and are operated by a variety of outside agencies as well as the District. Some sites, such as Harrington, have a variety of different preschool programs operated on site: Head Start, State Preschool, Migrant Preschool, and Catalyst State Preschool that operate out of a total of six classrooms. The Child Development Resources, Inc (CDR) operates both Head Start and State Preschool programs at Lopez Academy, Marina West, Harrington, and Sierra Linda. In all cases, the District owns the facility and has an agreement for a use of facilities or a ground lease. The District operates State Preschool programs in one licensed facility at each of the following sites: Driffill, Harrington, Lemonwood, Ramona, Ritchen, Rose Avenue, San Miguel, and Sierra Linda. At Harrington six of the newly repurposed classrooms into the Early Childhood Development Center (ECDC) are used for the preschool programs. At Lemonwood, one of the preschool programs is in the ECDC classrooms.

Table 1: District Preschool Programs

Preschool Facility Name	# of rooms	# of Children Served	Agencies with Staff Stationed at the Site	Type of Agreement with OSD
Jack Davis Head Start (Lopez Academy)	2	96	Child Development Resources, Inc. (CDR)	Ground Lease
Marina West Head Start	2	96	Child Development Resources, Inc. (CDR)	Ground Lease & Use of Facilities
Mary Crawford Head Start (Harrington)	2	96	Child Development Resources, Inc. (CDR)	Use of Facilities
Sierra Linda Head Start	2	96	Child Development Resources, Inc. (CDR)	Use of Facilities
Buenaventura Migrant Head Start (Harrington)	2	32	Community Action Partnership of San Luis Obispo (CAPSLO)	Use of Facilities
Harrington Preschool	1	72	Catalyst Kids	Use of Facilities
Driffill State Preschool	1	44	Oxnard School District	OSD Internal Program
Harrington State Preschool	1	48	Oxnard School District	OSD Internal Program
Lemonwood State Preschool	1	48	Oxnard School District	OSD Internal Program
Ramona State Preschool	1	48	Oxnard School District	OSD Internal Program
Ritchen State Preschool	1	46	Oxnard School District	OSD Internal Program
Rose Avenue State Preschool	1	48	Oxnard School District	OSD Internal Program
San Miguel State Preschool	1	48	Oxnard School District	OSD Internal Program
Sierra Linda State Preschool	1	44	Oxnard School District	OSD Internal Program
Rose Avenue Family Resource Center	1	All OSD State Preschool	Oxnard School District	OSD Internal Program

A full day TK program is offered to those students who have a birthday between September 2 and December 2 and are located at 11 school sites throughout the District. There are 196 TK students enrolled in the District in eight TK classrooms with three sites integrating TK into the K program. The District has a total of 75 TK/K Title 5 compliant classrooms. Currently, 196 students are enrolled in the TK program and 1,331 are enrolled in the K program. To house the 196 TK students, eight Title 5 compliant classrooms are needed. To house the 1,331 K students, 54 classrooms are needed. Currently, the District has enough Title 5b compliant classrooms to house all TK/K students in Title 5 compliant rooms.

Using OPSC’s formula for determining the total number of classrooms needed for full implementation of universal preschool school and universal TK, the district is anticipated to have approximately 1,580 preschool and 1,580 TK students. To fully house all three- and four-year-old students in full day programs, it is anticipated that the District will need 64 preschool and 64 TK rooms. Considering that all preschool, TK and K classrooms need to be Title 5 compliant, the District will need a total of 182 Title 5 compliant classrooms over the next four years based upon the current kindergarten enrollment and the projected full enrollment for universal preschool and TK programs. The District currently has 75 permanent Title 5 compliant classrooms so will need 107 more classrooms for full implementation of the program.

The District has a variety of sources for obtaining these classrooms if it wishes to do full implementation of preschool and TK programs. Where there are additional classrooms at existing school sites, three general purpose classrooms could be converted into two TK/K classrooms which is a similar approach used at the K-8 schools to develop science rooms. The District can submit to OPSC for funding for additional preschool and TK classrooms to be placed at a given school site or in a cluster at a District designated Early Childhood Center.

FACILITIES PROGRAM

The Master Construct Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

To date, four replacement school projects are complete and occupied and have been designed and built to support 21st Century learning environments. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in this report.

4.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten and science lab facilities across eight schools and deployed state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. Four new 21st Century reconstructed schools were provided at Harrington, Elm, Lemonwood, and McKinna elementary schools, as well as a new 12 classroom building at Marshall elementary school. Additional completed improvements new kindergarten/flex classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools, as well as a kindergarten annex facilities at Lemonwood and Harrington elementary schools. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. The design plans have received Division of State Architect (DSA) and California Department of Education (CDE)

approval for the modernization improvements planned at McAuliffe and Ritche elementary schools. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.

4.2 PROJECTS UNDERWAY

Construction has commenced for the reconstructed Rose Avenue elementary school. The new Seabridge elementary school has received DSA approval. Planning efforts associated with the Local Agency Formation Committee (LAFCo) approval for the Doris/Patterson project continue, however the project has not yet commenced the design process. The design and construction of the new Doris/ Patterson 6-8 middle school has been deferred pending approval of future funding. The design plans for the modernization efforts planned at McAuliffe and Ritche elementary schools have both received DSA and CDE approval and funding applications will be submitted to the State for financial hardship consideration. The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

4.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a 58,347 square foot, two-story 23 general purpose classroom building, with 4 kindergarten classrooms, 1 kinder-flex, and 2 SDC classrooms, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is planned to be constructed in two (2) phases. During Phase-1, the new campus buildings will be built on the existing play fields. Phase-2 will consist of the demolition of the existing campus and construction of new play areas. DSA approval of the plans was received in July 2019.

The project is proceeding with construction utilizing existing local funds on hand. In September 2021, the District’s Board adopted the guaranteed maximum price (GMP) construction contract with Balfour Beatty, the lease-lease back contractor. As anticipated, the final GMP exceeded the original construction budget due to rising construction costs. Based on the approved GMP and estimated total soft costs for the project, an adjustment of \$20.4 million is proposed, increasing the total “all-in” budget for the project from \$30.7 million to \$51.1 million. The District conducted a groundbreaking ceremony in late October 2021 which was well received. Construction commenced in early November 2021 and is scheduled for substantial completion in July 2023 with landscaping to be completed by October 2023.

An application for new construction remains on the State’s beyond bonding authority list awaiting review by the State and is pending availability of State funds and the District’s new construction eligibility at the time the application is reviewed. The application was originally submitted as a “Financial Hardship” project prior to the decision to move forward with construction with local funds. At time of review by the State and subject to the District’s new construction eligibility at time of review, the application would need to be amended as a 50/50 reimbursement application and is estimated to garner approximately \$10.9 million.



October 2021 Construction Groundbreaking Event Rose Avenue Elementary School

4.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves its 28 classrooms, provides STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center is proposed, as are improvements to the multipurpose room, the HVAC system and converting two adjacent supply rooms into administrative and counselor space. The project has received approvals from both DSA and the CDE.

The current Board approved “all in” budget for the McAuliffe project is \$4.9 million. No budget adjustments are recommended at this time. A funding application for modernization grants will be submitted to the State under the financial hardship program for the project which would be placed on the State’s beyond bond authority list.

4.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of Ritchen Elementary, including its existing 28 classrooms, science and piano labs, MPR, library and support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and student support facilities. Proposed improvements include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, HVAC, and furnishings, as well as data and other technology upgrades. The project has received DSA and CDE approval. The current Board approved “all in” budget for the Ritchen project is \$4.4 million. No budget adjustments are recommended at this time. A funding application for modernization grants will be submitted to the State under the financial hardship program for the project which would be placed on the State’s beyond bond authority list.

4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The Seabridge Elementary project consists of a 48,802 square foot, a two-story 19 general purpose classroom building, with 4 kindergarten classrooms, 1 SDC classroom, piano lab, library, makers room,

administration space, multipurpose room, playfields, hard courts, and support spaces, including parking. This project received DSA approval in October 2018. At this time, construction implementation of the project is on hold pending local approvals and the availability of funding.

Two new construction applications for the project remain on the State’s beyond bonding authority list awaiting review by the State and are pending availability of State funds and the District’s new construction eligibility at the time the application is reviewed and are estimated to garner approximately \$15.5 million. The current Board approved “all in” budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time.

4.2.5 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, or a combined K-8 campus plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. The scope of off-site improvements requested by the City far exceed the demands of the proposed District project. The current Board-approved budget is \$800,572 for the project’s environmental planning and LAFCo efforts and \$9.2 million for land acquisition. A minor adjustment of \$457 is proposed to the land acquisition budget to account for actual expenditures.

4.2.6 IMPROVEMENTS TO MPR/SUPPORT FACILITIES

The Program identified MPR and gym facilities to be modernized at the District’s remaining K-5, K-8 and 6-8 school facilities scheduled for implementation in Phases 3 and 4 of the Program. These improvements remain substantially dependent on State funding and potential future local bond. These improvements are now proposed to be implemented in Phase 4. The MPR facilities for the K-8 schools are proposed to be implemented as part of the Enhanced Master Construct Program. The following sections provides a recap summary of the planned projects.

4.2.6.1 FREMONT MIDDLE SCHOOL

An analysis was conducted as to the ability to construct a replacement facility to the existing MPR that could be integrated as part of a potential future school replacement project. To preserve the option to utilize the new facility as part of a future new replacement school, a new gym is proposed to be located east of the existing tennis courts, along the southern boundary of the existing site in order to maximize the ability to be integrated as part of a future campus replacement project, should funding become available. Placing the new gym in this location would also reduce the impact on the ongoing operation of the Fremont School during construction of the gym. Per specification, the estimated cost of the proposed replacement MPR/gym facility is estimated at \$5.56 million.

4.2.6.2 DR. MANUAL M. LOPEZ ACADEMY OF ARTS AND SCIENCES

Dr. Manual M. Lopez Academy of Arts and Sciences (formerly Haydock Academy) is the smallest of the District's 6-8 facilities. Replacement strategies for the existing campus were explored. One focused on the permanent relocation of grade 6-8 students as part of the new Doris/Patterson 1,200-student middle school, allowing the current Dr. Lopez Academy site to return to a K-5 facility. The second strategy focused on the interim relocation of grade 6-8 students from Dr. Lopez Academy to the new middle school site as a more compact, multi-storied, new middle school of 1,200 students was constructed at the current location. Based on the last review and dialogue with the Board regarding the need to explore additional alternatives, a third option was proposed for implementation which involves the repurposing of Driffill as 6-8 middle school facility in lieu of Dr. Lopez Academy.

Some level of interim improvement to the multipurpose facility may be required under either of the K-5 scenarios for Dr. Lopez Academy. In order to supply the site with some level of improvement to the existing MPR facility that will effectively bridge the immediate needs of today with the ultimate ability to reconstruct the facility under either option, an allowance of \$1.5 million has been established.

4.2.6.3 K-8 P2P SCHOOLS: MULTIPURPOSE ROOM MODERNIZATION

In the early 2000s, the District initiated the P2P (Portable 2 Permanent) program at Kamala, Chavez, Curren, and Driffill to reduce the use of portable classrooms and increase permanent classroom capacity at each site. New classroom buildings were completed at each of these schools, with the Driffill building the last one completed in 2014. As part of the FMP, additional support facility improvements were identified at these four sites, particularly the modernization of multipurpose facilities. These improvements included the modernization of interior finishes, the reconfiguration or upgrade of food services preparation areas and equipment, and the expansion of flexible-use space within the multipurpose room facilities where structurally viable.

Alternative scenarios were reviewed by the Board through the planning process of the proposed Enhanced Master Construct Program for Kamala, Chavez, Curren, and Driffill which included the construction of new multipurpose room/gymnasium facilities at each of the sites. The facilities would include approximately 10,683 square feet including assembly/gymnasium and presentation areas, service and kitchen areas, storage, restrooms, and grade 6-8 student locker rooms. The estimated development cost for each facility is approximately \$7.0 million. At time of the discussions, it was determined that these projects should be included in proposed Enhanced Master Construct Program. Due to the enhanced scope and required master budget, these projects are anticipated to be funded by a future local funding source.

4.2.6.4 REMAINING K-5 SCHOOL IMPROVEMENTS

The Program provides for modernization improvements to existing MPR facilities at Brekke and Ramona elementary schools with a budget of \$697,557 at Brekke and \$1.8 million at Ramona. Additional

administrative and program support space to enable certain permanent classrooms currently being used as non-teaching spaces to be repurposed as classrooms are also planned at Brekke and Ramona.

At Brekke, there are two permanent classrooms not used as teaching stations that house the school's RSP support and extra support teacher functions. A dedicated 630 square feet of additional administration and program space is recommended to support these functions allowing the release of the two permanent classrooms to return for use as teaching stations. The identified budget for these improvements is \$459,373.

At Ramona, there is one permanent classroom not used as a teaching station that houses the school's RSP, Speech, and extra support teacher functions. A recommended 880 square feet of additional administration and program space is suggested to house these functions and release the permanent classroom to return for use as a teaching station. The identified budget for these improvements is \$292,151.

4.2.7 ENHANCED MASTER CONSTRUCT PROGRAM

In 2019, the District requested an update of the Master Construct Program, including an analysis of existing conditions, options to enhance the scope of the Master Construct Program and equity at remaining school sites, and present options for Board consideration. As part of that development process the District held three Board workshops to discuss the scope and potential funding sources for additional improvements to the balance of the schools and to provide additional resources to the Basic strategy of the Master Construct Program. This analysis was commonly referred to as the Enhanced Master Construct Program.

Workshop 1 was held in October 2019 and included a background review of the District's education program and anticipated facility requirements, enrollment trends, classroom capacity, current support facilities and site conditions, status of Master Construct projects, and a review of existing funding sources. Workshop 2 was held in December 2019 and focused on school site capacity and site configuration, considerations for improvements, program requirements, and options for new construction and facilities replacement/renovation or reconfiguration. Workshop 3 was held in May 2020 and included an analysis of anticipated funding sources to match estimated budget and proposed improvement schedules discussed at Workshops 1 and 2 and also included a proposed new \$173.1 million general obligation bond program for voter consideration on the November 2020 ballot. The Board decided at its June 4, 2020 meeting to delay the consideration of additional facilities improvements beyond the current Master Construct Program to a future date and did not place a measure on the November 2020 ballot. The State's delay in processing applications and projected decreases by the District in enrollment has negatively affected current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options again at this time. An updated analysis of for a new local bond measure to support the proposed Enhanced Master Construct Program in Section 5.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

The District has received approximately \$26 million in new construction grant funds for completed projects at Driffill, Harrington, and Lemonwood Elementary Schools. Approximately \$7.8 million in additional applications are anticipated to receive apportionments with funds estimated to be released by May 2022. Additional applications totaling approximately \$26 million are on the State’s beyond bond authority list for the new Rose Avenue Elementary School and Seabridge Elementary School projects and are pending the State’s replenishment of the School Facilities Program (SFP) through a potential statewide bond measure and are dependent on the District’s ability to gain substantial enrollment recovery at the time of application review by the State. A further review of the SFP programs and estimated District eligibility is provided below.

All Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to be collected and utilized by the program as additional residential construction is approved within the District. The District has issued approximately \$106 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$36.5 million in remaining authorization, and all previous bond authorization has been fully issued and appropriated.

The following provides an update to the prior Program funding and expenditures provided to the Board in the June 2021 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six-month period.

5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the School Facility Program (SFP). OPSC administers various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities. At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Received applications after September 12, 2018 for new construction and after March 1, 2019 for modernization are now being placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. To qualify for this waiting list for State funds, districts are required to adopt a Board resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

With recognition that bond authority for projects is exhausted, the State Legislature is deliberating two statewide school facility measures as applications for matching facility grants exceed available bond authorization:

- **Assembly Bill 75 (O'Donnell), the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022** - Authorizes the sale of **\$12 billion** in general obligation (GO) bonds for K-12 and California Community Colleges (CCC) school facilities construction and modernization projects.
- **Senate Bill 22 (Glazer), the Public Preschool, K-12, and College Health and Safety Bond Act of 2022** - Authorizes **\$15 billion** for the construction and modernization of public preschool, K-12, community college, University of California (UC), and California State University (CSU) facilities.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are

summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

5.1.1 STATE AID MODERNIZATION

Upon passage and adoption of a new Statewide bonding authority, the matching requirements and regulations related to the current SFP will be updated as a condition of receiving funds from the 2022 bond program. Currently, the SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2021 pupil grant is currently \$4,808 for elementary grades and \$5,085 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under Senate Bill 50 (SB 50), the State provides the option of a “Like for Like” approach towards utilizing available modernization eligibility towards new construction. The “Like for Like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under “Like for Like” would be based on the modernization grant eligibility on a site-by-site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 2 and 3 summarize the District’s remaining estimated eligibility for State modernization grants for 299 permanent and 64 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. As reported in the June 2021 report, the estimated eligibility accounts for FY2020-21 enrollment by school site and 2021 per pupil grants. When an application is reviewed, the subject school site’s eligibility will be dependent on enrollment at that time and may increase or decrease dependent on enrollment at that time. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development

costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized, as explained later in this section.

Table 2 shows the estimated eligibility for permanent classrooms totaling \$37.7 million. No changes are reported since the June 2021 report. Approximately \$15.9 million is currently available for McAuliffe and Ritche elementary schools and Dr. Lopez Academy and Frank middle school. Approximately \$5.4 million in grants are estimated to become eligible in the FY 2021-25 period. The remaining eligibility of approximately \$16.4 million is not fully eligible for grant funding until the FY 2026-29 period. To access these funds, the District must design and receive Division of State Architect (DSA) project approval prior to the submittal of an application for modernization funding of a facility.

Table 2: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	23	0		0		23	\$2,783,832	0		\$2,783,832
Chavez	34	0		0		0		34	\$4,077,184	\$4,077,184
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	44	0		44	\$6,005,385	0		0		\$6,005,385
Fremont	31	0		0		0		31	\$4,276,485	\$4,276,485
Harrington	0	0		0		0		0		\$0
Dr. Lopez Academy of Arts & Sciences	32	32	\$4,393,440	0		0		0		\$4,393,440
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,404,000	\$2,404,000
Marshall	26	0		0		0		26	\$3,125,200	\$3,125,200
McAuliffe	24	24	\$2,851,144	0		0		0		\$2,851,144
McKinna	0	0		0		0		0		\$0
Ramona	22	0		0		22	\$2,663,632	0		\$2,663,632
Ritche	22	22	\$2,615,552	0		0		0		\$2,615,552
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,524,200	\$2,524,200
Soria	0	0		0		0		0		\$0
Total	299	77	\$9,860,136	44	\$6,005,385	45	\$5,447,464	132	\$16,407,069	\$37,720,054

*Current dollars

Table 3 demonstrates remaining eligibility of approximately \$7.8 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. No changes in estimated eligibility are reported since the June 2021 update. To date, approximately \$3.4 million in modernization applications have been submitted to the OPSC for grant reimbursements and have been updated to reflect any changes required for applications reviewed by the OPSC since the June 2021 update. Modernization funding applications will be submitted to the OPSC for the modernization improvements planned at McAuliffe and Ritche elementary schools.

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools. Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all

eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.

Since the June 2021 report, the State reviewed four of the District's modernization applications for improvements at Harrington, Lemonwood, Elm, and McKinna. Both the Harrington and Lemonwood modernization applications received State Allocation Board (SAB) unfunded approvals and will be eligible to participate in the next priority funding round filing period for these applications, which opens on November 10, 2021 and ends December 9, 2021.

The State also completed a review of the District's two modernization applications for Elm and McKinna elementary schools. These applications were submitted in addition to a new construction application for each site. Due to the decline in new construction eligibility, CFW engaged in conversations with the OPSC to increase the number of pupils to be considered for these modernization applications at Elm and McKinna. The OPSC determined that the District was eligible for additional pupil grants, but to garner the additional pupil grants, the District would need to withdraw its pending applications and submit new applications that would be placed at the back of the current list of applications received beyond bonding authority which would require a new statewide bond to be approved by voters. While submitting new applications seeking additional pupil grants would result in approximately twice as much funding, there is no guarantee that a new bond is approved by voters and that the application would be reviewed within 5 years of the occupancy of school sites at which time the OPSC would not review the applications. CFW provided the District with the recommendation to proceed with the level of funding identified on the current applications and to work with the OPSC to get these applications on the next available SAB meeting. The District concurred with this recommendation and the applications will be considered at the December 2021 SAB meeting.

Table 3: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$240,400	0		\$240,400
Driffill	0	0		0		0		0		\$0
Elm	15	0		15	\$1,803,000	0		0		\$1,803,000
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,098,360	0		0		0		\$1,098,360
Harrington	5	3	\$360,600	2	\$240,400	0		0		\$601,000
Dr. Lopez Academy of Arts & Sciences	1	0		0		1	\$137,295	0		\$137,295
Kamala	6	0		5	\$601,000	1	\$120,200	0		\$721,200
Lemonwood	7	6	\$721,200	1	\$120,200	0		0		\$841,400
Marina West	1	0		0		0		1	\$120,200	\$120,200
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$120,200	0		0		0		\$120,200
McKinna	13	7	\$841,400	6	\$721,200	0		0		\$1,562,600
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$360,600	0		\$360,600
Sierra Linda	2	0		0		2	\$240,400	0		\$240,400
Soria	0	0		0		0		0		\$0
Total	64	25	\$3,141,760	29	\$3,485,800	9	\$1,098,895	1	\$120,200	\$7,846,655
Submitted Applications										
Project 1 - Fremont		8	\$1,098,360							
Project 1 - McAuliffe		1	\$120,200							
Harrington Kinder Annex				4	\$480,800					
Lemonwood K-8 Portables		6	\$721,200	1	\$120,200					
Elm Portables				4	\$480,800					
McKinna Portables		3	\$360,600							
Total		18	\$2,300,360	9	\$1,081,800	0	\$0	0	\$0	\$3,382,160
Remaining Eligibility		7	\$841,400	20	\$2,404,000	9	\$1,098,895	1	\$120,200	\$4,464,495

*Current dollars

Should enrollment trends change over time at each site and at the time a modernization application is submitted, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day Class (SDC) pupils per site, as SDC pupils are assigned a higher per pupil grant amount than standard pupils. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds, sustained enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

5.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

- 1. Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity.

Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.

2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2021 pupil grant is currently \$12,628 for elementary grades and \$13,356 for middle grades and is counted based on each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 4 provides a summary of received funding and submitted applications for new construction grants during the Master Construct and Implementation Program totaling \$76.1 million. For applications not yet received funding, the shown grant amounts are estimated based on the State's 2021 per pupil grants and the estimated supplemental grants submitted as part of the applications and may vary from amounts shown on the State's workload and beyond bond authority lists.

The District has received approximately \$26 million in new construction grant funds for completed projects at Driffill, Harrington, and Lemonwood schools. Since the June 2021 report, the District's remaining new construction applications on the State's "workload list" came up for review by the OPSC. These excluded those applications on the State's "beyond bond authority list" for Seabridge and Rose Avenue. As part of the OPSC review, an update to the District's new construction eligibility was required. To address impacts of COVID-19 on enrollment and new construction eligibility, on August 25, 2021, the SAB approved a one-time exemption that allows school districts with new construction funding applications that were required to submit an eligibility update using the 2020/2021 enrollment year the option to either choose to use 2019/2020 enrollment year (the most recent enrollment year prior to the pandemic) or to continue using the 2020/2021 enrollment year. The OPSC has noted that any revised number of pupil grants requested may not exceed the number of grants originally requested.

As discussed previously, the District has experienced significant declines in its projected enrollment utilizing either the 2019/2020 or 2020/2021 enrollment year. The most advantageous outcome for the District resulted in no remaining new construction eligibility pupil grants at the K-8 grade level, however there is some eligibility for SDC pupil grants. This allowed the District to garner some new construction grants for applications submitted that utilized SDC pupils. The District has received SAB approval for \$766,821 in grants for completed kindergarten/flex classrooms at Ramona elementary and is anticipated to receive an additional \$4.2 million in SAB grant approvals in December 2021 for the remaining

kindergarten/flex classroom projects as well as the reconstructed McKinna elementary school. The new construction application submitted for McKinna elementary school was reduced from an estimated \$10.9 million to approximately \$1.9 million, due to the District’s decline in new construction eligibility. The overall and substantial decline in the District’s enrollment during the State’s delay in reviewing applications also resulted in approximately \$18.8 million in new construction applications being returned to the District.

Three applications totaling approximately \$26 million remain on the State’s “beyond bond authority list” for the new Rose Avenue Elementary School and Seabridge Elementary School projects. These applications are pending the State’s replenishment of the SFP through a potential statewide bond measure anticipated to be considered by voters in 2022. The District would need to have substantial enrollment recovery at time of review of these applications by the OPSC in order to qualify for funding.

Table 4: New Construction Applications During Implementation of Program

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
Subtotal		1,448	35	\$21,534,483	\$4,415,075	\$25,949,558
Total Grants Received						\$25,949,558
1 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Subtotal		0	18	\$638,712	\$128,109	\$766,821
Total Applications with SAB Approval						\$766,821
1 Ritchen Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
2 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
3 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
4 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
Subtotal		0	82	\$2,686,381	\$1,532,181	\$4,218,562
Total Applications pending SAB Approval						\$4,218,562
1 Marshall	50/72538-00-014	316	0	\$4,147,696	\$395,100	\$4,542,796
2 Elm	50/72538-00-015	600	13	\$7,885,303	\$1,242,354	\$9,127,657
3 Lemonwood Use of Grants	50/72538-00-019	160	0	\$2,077,264	\$0	\$2,077,264
4 Elm Use of Grants	50/72538-00-020	72	0	\$909,216	\$0	\$909,216
5 Marshall Use of Grants	50/72538-00-021	80	0	\$1,045,184	\$0	\$1,045,184
6 McKinna Use of Grants	50/72538-00-023	83	0	\$1,048,124	\$0	\$1,048,124
Subtotal		1,311	13	17,112,787	1,637,454	18,750,241
Total Applications Returned to District						\$18,750,241
1 Seabridge + Land	50/72538-00-025	575	13	\$7,569,603	\$7,070,025	\$14,639,628
2 Seabridge Use of Grants	50/72538-00-026	68	0	\$858,704	\$0	\$858,704
3 Rose Avenue	50/72538-00-027	675	35	\$9,460,262	\$1,439,250	\$10,899,512
Subtotal		1,318	48	17,888,569	8,509,275	26,397,844
Total Applications on State Beyond Bond Authority List						\$26,397,844
Total Applications (18)		4,077	196	\$59,860,932	\$16,222,094	\$76,083,026

5.1.3 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a project using hardship funding.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

5.1.4 SUBMITTED STATE AID APPLICATIONS

Table 5 presents State aid applications that have been filed with the OPSC that are awaiting SAB apportionments or are awaiting review and funding by the State, totaling approximately \$34.2 million. It also reflects the current pupil grant amounts in effect for 2021 by the SAB and estimated additional

anticipated allowances for supplemental grants such as site development and land acquisition costs. The District has received SAB “unfunded approvals” for approximately \$2.5 million in applications for Harrington, Lemonwood, and Ramona that will participate in the next available priority funding filing round to convert the “unfunded approvals” to an apportionment. Where applicable, additional base grants were allocated for modernization projects that qualified for higher per pupil grants for buildings over 50 years old. The priority funding round period opens on November 10, 2021 and closes on December 9, 2021. The District has an additional \$5.3 million in applications for Elm, McKinna, Ritche, Brekke, and McAuliffe that are scheduled to receive SAB “unfunded approvals” in December 2021 and that are eligible to participate in this upcoming priority funding filing period. In total, approximately \$7.8 million in applications are anticipated to receive apportionments with funds estimated to be released by May 2022. The Seabridge and Rose Avenue applications remain on the State’s beyond authority list and will be subject to eligibility requirements at time of review by the OPSC. Additional applications will be filed for the modernization projects planned at Ritche and McAuliffe elementary schools.

Table 5: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Harrington Kinder Annex	Mod.	87	87	0	0	0	0	\$581,160	\$108,508	\$689,668
Lemonwood Portables	Mod.	175	175	0	0	0	0	\$841,400	\$239,311	\$1,080,711
Ritche Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$134,140	\$772,852
Brekke Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$138,485	\$777,197
McAuliffe Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$139,292	\$778,004
McKinna	New Const.	0	0	0	28	19	9	\$770,245	\$1,120,264	\$1,890,509
Elm Portables	Mod.	101	101	0	0	0	0	\$485,608	\$126,260	\$611,868
McKinna Portables	Mod.	78	78	0	0	0	0	\$375,024	\$68,422	\$443,446
Ramona Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$128,109	\$766,821
Seabridge + Land	New Const.	575	575	0	13	13	0	\$7,569,603	\$7,070,025	\$14,639,628
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$858,704	\$0	\$858,704
Rose Avenue	New Const.	675	675	0	35	26	9	\$9,460,262	\$1,439,250	\$10,899,512
Total		1,759	1,759	0	148	58	90	\$23,496,854	\$10,712,066	\$34,208,920
<i>Total New Construction Pupils Used</i>		1,318	1,318	0	148	58	90			
<i>Total Modernization Pupils Used</i>		441	441	0	0	0	0			

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

5.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District’s match requirement for eligible State assistance projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.08 per square foot of residential development and \$0.66 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.7 million in additional developer fee revenues as of June 30, 2021, for a grand total of \$13.1 million in collected revenues.

As reported in June 2021, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study in April 2020 prepared by Cooperative Strategies that established the justification for collecting Level 1 fees. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$2.69 per square foot for residential development and \$0.436 per square foot for commercial development.

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 8,199 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 8,199 future units, 5,165 are expected to be single family detached and 3,034 are expected to be multi-family attached units. By dividing the total amount of anticipated units (8,199) by the buildout period (15 years), it is anticipated that approximately 547 units may be built each year from 2020 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the current Level 1 fee of \$2.69 per square foot of new residential development and the total square footage of approximately 1.2 million resulting from the construction of 547 units, the District could expect to receive an estimated \$3.2 million in developer fees annually.

As reported in June 2021, the District adopted a School Facilities Needs Analysis in April 2020, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$3.83 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that only 2,215 residential single and multi-family homes, totaling 3,396,821 square feet, will be built in the District over the next five years. For the five-year period being examined, this would equate to approximately 443 new residential units per year instead of the 547 unit average calculated in the Level 1 Study. The resulting expected revenue from Level 2 developer fees

for this five-year period is approximately \$13 million or \$2.6 million per year starting in 2020-21 fiscal year. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees.

As reported in June 2021, Cooperative Strategies reported to the District that due to the District's enrollment declines, Level 2 fees may no longer be justified and the District will have to revert to Level 1 fees in 2022. For purposes of budgeting for the program, Level 1 fee of \$2.69 has been assumed as the rate resulting in a decrease in projected available developer fee funds for the program.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.7 million in additional developer fee revenues as of June 30, 2021, for a grand total of \$13.1 million in collected revenues. Based on the projections provided by Cooperative Strategies, the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District may collect approximately \$41.8 million in developer fees over the life of the Program using the current Level 1 fee of \$2.69.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees for the next year.

5.3 GENERAL OBLIGATION BONDS

The District has used local General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Prop. 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to finance improvements over time.

The Master Construct and Implementation Program utilizes two local G.O. bond measures: Measure "R" approved by voters in 2012 and Measure "D" approved by voters in 2016. Measure "R" authorized the sale of \$90 million in G.O. bonds and has been used in combination with other local funds to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all G.O. bonds from the Measure "R" authorization have been sold. Measure "D" was approved by voters on November 8, 2016 and authorized \$142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements.

On March 15, 2017, the District sold \$81.0 million in G.O. bonds, Series 2017A to strong investor demand. The bonds had a total interest cost of approximately 4.21% and a term of 30 years. The total gross debt service for the bond issuance is \$172.7 million, resulting in a debt repayment ratio of 2.13 to 1, well below the 3.36 to 1 estimated to voters. This is also below the required payback ratio required by law of 4 to 1.

Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match requirement for State SFP grants and leverage reimbursements from State Aid matching grants.

On March 29, 2018, the District concluded the sale of \$14 million in G.O. Bonds, Series 2018B to strong investor demand. The Series B bonds carry a true interest cost of 4.15% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$30.3 million, resulting in a debt repayment ratio of 2.22 to 1. Proceeds from the Series 2018B bond issuance were used to fund projects underway and to provide the local match for eligible SFP matching State grants. Delays in the receipt of funding under Prop. 51 have necessitated the District to utilize local funding sources exclusively to date.

On November 24, 2020, the District sold approximately \$11.0 million in G.O. Bonds, Series 2020C which was received extremely well by the investor community as indicated by investor demand. The bonds had a total interest cost of approximately 2.97% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$21.8 million, resulting in a debt repayment ratio of 1.99 to 1. Proceeds from the Series 2020C bond issuance were used to continue the overall implementation of the District’s Master Construct Program. In the interim, the funds may be made available, via intradistrict loans, to the District to assist in mitigating the proposed State deferrals anticipated during the current and following fiscal year.

To date, approximately \$106.0 million in Measure “D” bonds have been issued, leaving approximately \$36.5 million in remaining Measure “D” bond authorization.

Table 6: Summary of Measure D Bond Sales to Date

	Series 2017A	Series 2018B	Series 2020C
Par Amount	\$81.0 million	\$14.0 million	\$11.0 million
Total Debt Service	\$172.7 million	\$30.3 million	\$21.8 million
Repayment Ratio	2.13 to 1	2.16 to 1	1.99 to 1
Average Interest Rate (TIC)	4.21%	4.15%	2.97%
2021-22 Tax Rate to Repay Outstanding Measure "D" Bonds	\$31.70 per \$100,000 AV		

In addition to the bonds issued to fund construction, CFW has assisted the District in completing eight general obligation bond refinancing transactions since 2010 to take advantage of lower interest rates. These transactions have resulted in a total savings of over \$19.2 million for taxpayers in the community. Based on the current average assessed valuation for a single-family home, homeowners in the district are estimated to save an average of \$540 over the remaining life of all bonds refinanced in the past ten years. District staff and CFW will continue to monitor the municipal market for future refunding opportunities in order to benefit the District and its taxpayers.

5.3.1 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure “D” is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the \$30 tax rate limit under Prop. 39.

State law governs how much long-term principal debt California school district may carry at any one time. Unless a waiver is processed by the California Department of Education and approved by the State Board of Education, the statutory bonding capacity, or debt limit of an elementary school district is equal to 1.25% of the total district assessed value of all taxable properties within the district’s boundaries.

Based on the District’s assessed value of \$15.2 billion for fiscal year 2021-22, the District’s statutory 1.25% gross bonding capacity is estimated at \$190 million. To comply with the California Education Code and issue additional bonds, the District applied and was granted a waiver from CDE in March of 2017 authorizing the District to exceed its bonding limit of 1.25% to an amount equal to 2.12% (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. In Table 7, the District’s gross bonding capacity as of FY 2021-22 is approximately \$321 million, of which to date approximately \$271 million is currently outstanding in principal amount from prior bond sales. As a result, the District’s remaining net bonding at this time is estimated at \$50 million. The District’s net bonding capacity is expected to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

Table 7: Bonding Capacity Analysis

BONDING CAPACITY ANALYSIS	
Fiscal Year 2020-21	
ASSESSED VALUATION	
Secured Assessed Valuation	\$14,373,874,767
Unsecured Assessed Valuation	\$789,634,741
DEBT LIMITATION	
Total Assessed Valuation	\$15,163,509,508
Applicable Bond Debt Limit with Waiver*	2.12%
Bonding Capacity	\$321,466,402
Outstanding Bonded Indebtedness	\$271,464,228
NET BONDING CAPACITY	\$50,002,174
% of Capacity Current Used	84.45%
<i>* 2017 Waiver</i>	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$189,543,869
Outstanding Bonded Indebtedness	\$271,464,228
% of Statutory Bonding Capacity Utilized	143.22%

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 8 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from

approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.2 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.4 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

Table 8: Historical Assessed Valuation

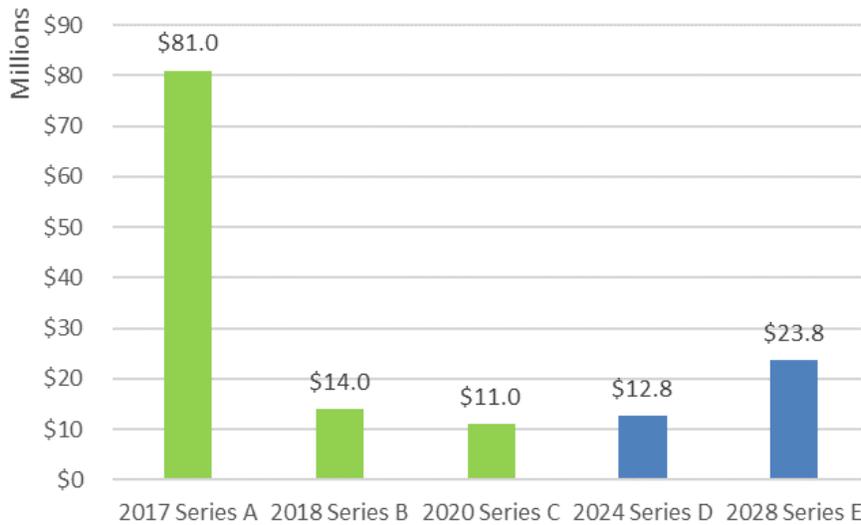
FYE	Assessed Valuations	
	Total	% Change
2002	\$5,456,598,521	10.65%
2003	\$5,963,113,197	9.28%
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
5-Year Average		4.39%
10-Year Average		4.12%
20-Year Average		5.24%

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2021-22, the County is levying a rate of \$31.70 per \$100,000 of assessed property value.

Figure 1 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately

90 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 1 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales, if needed.

Figure 1: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



The availability of additional funds issued in 2020 Series C is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District has utilized Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$12.8 million for the 2024 Series D issuance and \$23.8 million for the 2028 Series E issuance assume 4% average annual District AV growth moving forward. In addition, the average interest rate is assumed to be 3.5%, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2021-22 as published by the County.

5.3.2 ADDITIONAL G.O. BOND AUTHORITY REQUIRED TO MITIGATE SFP FUNDING

Proposition 39 authorizes school districts to issue new bonds upon a 55% affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens' oversight committee, and annual performance and financial audits. The Oxnard School District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

If desired, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District's assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$181 million in bond proceeds over a projected 8 year period based on current market conditions. The size and timing of bond series depend on the needs of the overall program and are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. If the Board elects to bring a new bond authorization to voters for consideration during 2022 election cycle, this may allow the District to further expand the Basic program by providing additional local funds to the Program in anticipation of further delays or in lieu of decreased State aid reimbursements due to enrollment decline.

5.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the June 2021 Semi-Annual Report, the total budget was approximately \$249.2 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 9 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2021 totaling approximately \$207.3 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District's financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the June 2021 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2021 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 9, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed.

From July 1, 2012 through October 31, 2021, the District disclosed expenditures of approximately \$34.2 million for additional facilities improvements not identified in the Master Construct. Of the total, \$13.4 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens' Oversight Committees and expenditures are audited annually for the Board's review.

Table 9: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures										Total	
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22 ¹		
Acquire Site New Elem K-5	\$7,766,731	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$0	\$7,767,119
Doris/Patterson Acquire Land	\$9,198,818	\$0	\$0	\$75,044	\$205,921	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCO Planning	\$800,572	\$14,625	\$37,345	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,730	\$0	\$0	\$2,802	\$507,358
Design & Reconstruct Harrington Elem K-5	\$23,777,476	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$23,776,013
Design & Reconstruct Lemonwood Elem K-8	\$41,982,409	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$6,968,618	\$388,855	\$82,327	\$5,862	\$0	\$0	\$41,981,218
Design & Reconstruct Elm Elem K-5	\$32,869,490	\$371,370	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$1,164,669	\$19,923	\$0	\$0	\$0	\$32,878,847
Design & Construct Seabridge K-5	\$2,929,181	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$377,275	\$301,651	\$0	\$0	\$0	\$3,019,331
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$1,890,610	\$16,647,525	\$14,958,735	\$1,928,504	\$81,019	\$0	\$0	\$36,171,752
Design & Reconstruct Rose Avenue K-5	\$30,680,582	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	\$339,496	\$70,307	\$0	\$0	\$2,467,332
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$492,533	\$0	\$0	\$421,184	\$0	\$0	\$0	\$71,602	\$0	\$0	\$0	\$0	\$492,786
Design & Construct Doris/Patterson 6-8	\$277,722	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057	\$0	\$0	\$0	\$0	\$278,057
Design & Improve K-5 Kindergarten Facilities													
Ritchen	\$552,798	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588
Brekke	\$275,133	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097
McAuliffe	\$321,556	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$321,487
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,501,260	\$89,180	\$271,185	\$1,007,240	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,945
Design & Construct Science Labs/Academies													
Chavez	\$649,146	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121
Curren	\$598,628	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603
Kamala	\$619,839	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816
Dr. Lopez Academy of Arts & Sciences	\$1,079,296	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,079,278
Fremont	\$1,901,257	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281
Total Science Labs/Academies	\$4,848,165	\$200,104	\$1,253,766	\$3,191,705	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$0	\$0	\$4,848,099
Project 1 Remaining Adjustment	\$0												
Kindergarten Flex Classrooms													
Brekke	\$1,909,933	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$1,909,465
McAuliffe	\$2,475,596	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$2,472,793
Ramona	\$2,192,232	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$2,192,490
Ritchen	\$2,601,701	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$2,597,633
Total Kindergarten Flex Classrooms	\$9,179,461	\$0	\$0	\$0	\$0	\$0	\$2,542,992	\$6,292,234	\$337,154	\$0	\$0	\$0	\$9,172,380
Kindergarten Annex Improvements													
Harrington	\$3,214,590	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$0	\$3,215,039
Lemonwood	\$3,655,246	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$3,123,055	\$126,417	\$0	\$0	\$0	\$3,534,176
Total Kindergarten Annex Improvements	\$6,869,836	\$0	\$50,764	\$143,637	\$97,514	\$1,855,735	\$1,345,141	\$3,130,007	\$126,417	\$0	\$0	\$0	\$6,749,214
Marshall K-8 12 Classroom Addition	\$13,043,608	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$0	\$13,019,406
Planning related to MPRs for P/P K-8 Schools	\$166,182	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$0	\$166,253
Driffill MPR	\$78,005	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$0	\$78,099
Technology Phase 1	\$12,183,562	\$1,293,151	\$7,531,055	\$2,170,169	\$920,735	\$187,239	\$16,213	(\$127,279)	(\$89,863)	\$0	\$0	\$0	\$12,184,723
Technology Phase 2	\$90,968	\$0	\$0	\$0	\$0	\$63,465	\$0	\$0	\$0	\$0	\$0	\$0	\$49,775
Driffill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$991,949	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$208,558	\$9,492	\$0	\$0	\$448,634
Ritchen 21st Century Modernization	\$981,170	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$202,543	\$9,398	\$0	\$0	\$444,029
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$11,774,491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,774,491
TOTAL	\$249,193,557	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$3,146,592	\$178,880	\$178,880	\$207,346,121

Notes:
 1. Fiscal Year 2021-22 expenditures are as of October 31, 2021.
 2. Budgets have been adjusted per the June 2021 Master Construct and Implementation Program approved by Board.
 3. Figures presented above are unaudited.
 4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds.

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated Master Budget and schedule which merges and integrates proposed projects dependent on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$341.5 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the June 2021 six-month review and provide recommended adjustments for the next six-month period. The combined total expenditures have increase to \$346.8 million, inclusive of a \$3.1 million Program Reserve. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of October 31, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Based on the approved guaranteed maximum price (GMP) for construction and estimated total soft costs, the proposed “all-in” budget for the Rose Avenue project has increased from \$30.7 million to \$51.1 million.

As previously reported in June 2021, the design and construction of the new Doris Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. An overall increase in funding sources is anticipated primarily due to increases in estimated State aid revenues.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 10 presents the adopted Master Construct Program budget as of June 2021 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases

is approximately \$341.5 million and is funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Table 10: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 15,269,341	\$ -	\$ -	\$ 15,269,341	\$ -
Series E	\$ 21,146,769	\$ -	\$ -	\$ -	\$ 21,146,769
Total Master Construct Bonds	\$ 141,649,963				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 30,290,019	\$ -	\$ 17,685,441	\$ 11,640,836	\$ 963,742
Est. Developer Fees	\$ 41,418,203	\$ 7,454,555	\$ 4,424,484	\$ 12,597,946	\$ 16,941,218
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,848,293	\$ 1,594,953	\$ 3,856,391	\$ 269,184	\$ 4,127,767
Est. Total Sources	\$ 341,545,649	\$ 127,388,677	\$ 131,200,169	\$ 39,777,307	\$ 43,179,496
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,766,731	\$ 7,766,731	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,999,390	\$ 800,572	\$ 9,198,818	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,533	\$ -	\$ 29,063,631
Construct Doris/Patterson 6-8	\$ 277,722	\$ -	\$ 277,722	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,929,181	\$ 25,639,251	\$ -
Reconstruct Harrington Elementary	\$ 23,777,476	\$ 23,777,476	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,869,490	\$ 32,869,490	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,982,409	\$ 41,982,409	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,043,608	\$ 13,043,608	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 429,778	\$ 351,773	\$ 78,005	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,146	\$ 649,146	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,628	\$ 598,628	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,839	\$ 619,839	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,749,391	\$ 321,556	\$ 3,467,545	\$ 3,960,291	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,997	\$ 275,133	\$ 1,909,933	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 7,513,751	\$ 552,798	\$ 3,582,871	\$ 3,378,083	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,239,857	\$ -	\$ 2,192,232	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,692	\$ 1,901,257	\$ -	\$ -	\$ 5,557,436
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,296	\$ 1,079,296	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 166,182	\$ 166,182	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,214,590	\$ 3,214,590	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,274,530	\$ 12,183,562	\$ 90,968	\$ -	\$ -
Subtotal	\$ 309,571,838	\$ 142,154,045	\$ 95,114,547	\$ 32,977,625	\$ 39,325,622
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 13,778,789	\$ -	\$ 9,395,289	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 18,195,021	\$ (14,765,368)	\$ 11,924,965	\$ 4,737,182	\$ 1,532,875
Est. Total Uses	\$ 341,545,649	\$ 142,154,045	\$ 116,434,801	\$ 39,777,307	\$ 43,179,496
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 341,545,649				

*Assumes State Aid Financial Hardship funding for Ritchen and McAuliffe modernization projects

Phase 1 spanned the period from FY2013-2017. Phase 1 progress included:

- Completion of improvements to kindergarten facilities at Ritche, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools to accommodate the educational reconfiguration plan
- Purchase of the Seabridge New Elementary School site
- Occupancy of the newly constructed Harrington, Elm, and Lemonwood elementary school sites to replace the prior obsolete facilities
- Completion of a kindergarten annex at Harrington Elementary and new grade 6-8 classroom building at Marshall
- Completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site
- Deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure “D” projects with the following progress and activities:

- Completion and occupancy of the newly reconstructed McKinna Elementary
- Commencement of construction for the reconstruction of Rose Avenue Elementary
- Design approval from DSA and CDE for the new Seabridge K- 5 elementary school
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Completion of a kindergarten annex at Lemonwood
- Design approval from DSA and CDE for modernization improvements at McAuliffe and Ritche elementary schools

The Program also incorporates the payoff of the Brekke Certificates of Participation (COP) and ongoing COP lease payments associated with the acquisition of the new elementary and middle school sites.

Phase 3 completes the construction of Seabridge elementary and includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritche elementary schools, Phase 3 also accounts for continued lease payments related to the District’s outstanding Doris/Patterson COP.

Phase 4 includes the design and construction for the Doris Patterson K-5 facilities and MPR/support facility improvements at Brekke, Ramona, Fremont, and Dr. Lopez Academy. COP payments are scheduled to continue in Phase 4. The District’s lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. The design and construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 11 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to increase to approximately \$346.8 million primarily due to an anticipated increases in State aid revenues.

Total State aid revenues have increased by approximately \$5.5 million. Total developer fee revenues increased by approximately \$355,000. Total interest earnings for the Program are anticipated to decrease from \$9.8 million to \$9.1 million based on the anticipated level of funds available. The combined total expenditures have increased to \$343.7 million. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of October 31, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. The current project under implementation includes the construction of Rose Avenue. In September 2021, the District's Board approved the guaranteed maximum price (GMP) construction contract totaling approximately \$41.7 million with the lease-lease back contractor inclusive of general conditions and requirements, contractor fees and overhead. This final GMP exceeded the original construction budget due to rising construction costs. Additional costs for the project include identified soft costs such as design fees, consulting services, testing and inspection services, agency approval fees, furniture and equipment, etc. Based on the approved GMP and estimated total soft costs, the proposed "all-in" budget for the Rose Avenue project has increased from \$30.7 million to \$51.1 million.

As reported in June 2021, the construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. The total Program Reserve has been decreased from \$18.2 million to \$3.1 million due to increases in estimated uses.

As per the Adopted Budget, the Proposed Master Budget continues to account for \$8.7 million in scheduled lease payments for the District's two outstanding COPs during the term of the Program; \$3.8 million for COPs issued to complete Norman Brekke Elementary in the late 1990s and \$4.8 million for COPs issued to purchase the District's Doris/Patterson school site. An additional \$564,000 continues to be provided to the budget in Phase 2 to accommodate some of the District's existing portable leases. Lastly, approximately \$4.5 million in additional program expenditures are accounted for in the Master Budget for District expenditures beyond the scope of the Master Construct Program.

Table 11: Revised Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 12,800,000	\$ -	\$ -	\$ 12,800,000	\$ -
Series E	\$ 23,800,000	\$ -	\$ -	\$ -	\$ 23,800,000
Total Master Construct Bonds	\$ 141,833,853				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 35,771,755	\$ -	\$ 25,496,517	\$ 9,311,496	\$ 963,742
Est. Developer Fees	\$ 41,773,870	\$ 7,454,555	\$ 4,424,484	\$ 13,239,431	\$ 16,655,400
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,056,610	\$ 1,594,953	\$ 3,856,391	\$ 676,013	\$ 2,929,254
Est. Total Sources	\$ 346,775,259	\$ 127,388,677	\$ 139,011,245	\$ 36,026,941	\$ 44,348,396
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,767,119	\$ 7,767,119	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,999,847	\$ 800,572	\$ 9,199,275	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,786	\$ -	\$ 29,063,377
Construct Doris/Patterson 6-8	\$ 278,057	\$ -	\$ 278,057	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 3,019,331	\$ 25,549,101	\$ -
Reconstruct Harrington Elementary	\$ 23,776,013	\$ 23,776,013	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,878,847	\$ 32,878,847	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,981,218	\$ 41,981,218	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 51,071,913	\$ -	\$ 51,071,913	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,019,406	\$ 13,019,406	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 429,872	\$ 351,773	\$ 78,099	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,121	\$ 649,121	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,603	\$ 598,603	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,816	\$ 619,816	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,746,520	\$ 321,487	\$ 2,923,187	\$ 4,501,846	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,492	\$ 275,097	\$ 1,909,465	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 7,509,474	\$ 552,588	\$ 3,043,393	\$ 3,913,493	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,240,115	\$ -	\$ 2,192,490	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,717	\$ 1,901,281	\$ -	\$ -	\$ 5,557,436
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,278	\$ 1,079,278	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 166,253	\$ 166,253	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,215,039	\$ 3,215,039	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,234,498	\$ 12,184,723	\$ 49,775	\$ -	\$ -
Subtotal	\$ 329,899,971	\$ 142,138,235	\$ 114,471,927	\$ 33,964,441	\$ 39,325,368
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 13,778,789	\$ -	\$ 9,395,289	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 3,096,499	\$ (14,749,558)	\$ 394,471	\$ -	\$ 2,702,028
Est. Total Uses	\$ 346,775,259	\$ 142,138,235	\$ 124,261,687	\$ 36,026,941	\$ 44,348,396
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 346,775,259				

*Assumes State Aid Financial Hardship funding for Ritchen and McAuliffe modernization projects

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Funded primarily through Measure “R” bond proceeds, Phase 1 efforts are complete. Phase 1 accommodated the educational reconfiguration plan by completing improvements to kindergarten and science lab facilities across eight schools and deployed state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. Three new 21st Century reconstructed schools were provided at Harrington, Elm, and Lemonwood elementary schools, as well as a new 12 classroom building at Marshall elementary school. Additional Phase 1 accomplishments includes the completion of a kindergarten annex facility at Harrington elementary school and the purchase of the Seabridge school site and planning associated with the Doris /Patterson school sites.

The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of October 31, 2021 resulting in some overall budget increases and savings within Phase 1. In total, the Phase 1 budget includes \$142.1 million in improvements.

Table 12: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule June 2021	Schedule Dec 2021	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Seabridge Elementary School	2013	2013	\$7,766,731	\$7,767,119	\$388
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572		\$0
Subtotal				\$8,567,692	\$388
Design & Reconstruct Sites					
Harrington Elem. K-5	2013/14	2013/14	\$23,777,476	\$23,776,013	(\$1,463)
Lemonwood K-8	2014/18	2014/18	\$41,982,409	\$41,981,218	(\$1,192)
Elm Elem. K-5	2014/19	2014/19	\$32,869,490	\$32,878,847	\$9,357
Subtotal				\$98,636,078	\$6,703
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14			
Ritchen**			\$552,798	\$552,588	(\$210)
Brekke			\$275,133	\$275,097	(\$37)
McAuliffe			\$321,556	\$321,487	(\$68)
Driffill			\$351,773		\$0
Subtotal				\$1,500,945	(\$314)
Design & Construct Science Labs (Project 1)	2013/14	2013/14			
Chavez Science Labs K-8			\$649,146	\$649,121	(\$24)
Curren Science Labs K-8			\$598,628	\$598,603	(\$25)
Kamala Science Labs K-8			\$619,839	\$619,816	(\$23)
Dr. Lopez Science Labs 6-8 & Utility Upgrades			\$1,079,296	\$1,079,278	(\$18)
Fremont Science Labs 6-8 & Utility Upgrades			\$1,901,257	\$1,901,281	\$24
Subtotal				\$4,848,099	(\$66)
Project 1 Adjustment				\$0	\$0
Childhood Development Center Improvements					
Harrington	2015	2015	\$3,214,590	\$3,215,039	\$449
Subtotal				\$3,215,039	\$449
Planning for K-8 MPRs	2016	2016	\$166,182	\$166,253	\$71
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$13,043,608	\$13,019,406	(\$24,201)
Technology	2013/15	2013/15	\$12,183,562	\$12,184,723	\$1,162
Program Improvements Subtotal				\$142,138,235	(\$15,810)
Program Reserve			(\$14,765,368)	(\$14,749,558)	\$15,810
Program Improvements Total				\$142,138,235	(\$15,810)

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

Phase 2 accomplishments include the reconstruction of McKinna elementary schools, new kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools, as well as a kindergarten annex at Lemonwood elementary school. The District has completed the land purchase of the Doris/Patterson school site. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. The design plans have received DSA and CDE approval for the modernization improvements planned at McAuliffe and Ritche elementary schools. The Brekke COP payoff has been completed within Phase 2. Per Table 13, recommended adjustments to projects include accounting for project actuals as of October 31, 2021 for completed and close out projects. To accommodate the implementation of the Rose Avenue project, all remaining existing funding sources and additional funds anticipated to be garnered through State aid grants to be received in 2022 are proposed to be allocated to the Rose Avenue project.

Table 13: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule June 2021	Schedule Dec 2021	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	\$9,198,818	\$9,199,275	\$457
Subtotal				\$9,199,275	\$457
Construct New School Sites: Master Construct					
Seabridge K-5	2018/2024	2018/2024	\$2,929,181	\$3,019,331	\$90,149
Dorris Patterson K-5 (Planning)	2020	2020	\$492,533	\$492,786	\$253
Dorris Patterson 6-8 (Planning)	2020	2020	\$277,722	\$278,057	\$335
Reconstruct School Sites: Master Construct					
Rose Avenue K-5	2018/2021	2018/2024	\$30,680,582	\$51,071,913	\$20,391,331
McKinna K-5	2017	2017	\$36,558,911		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	\$1,909,933	\$1,909,465	(\$468)
McAuliffe	2018	2018	\$2,475,596	\$2,472,793	(\$2,803)
Ramona	2018	2018	\$2,192,232	\$2,192,490	\$258
Ritche	2018	2018	\$2,601,701	\$2,597,633	(\$4,068)
Classroom/Library/MPR Modernizations					
McAuliffe (Planning/Design)	2019	2019	\$991,949	\$450,394	(\$541,555)
Ritche (Planning/Design)	2019	2019	\$981,170	\$445,760	(\$535,410)
Construct K-8 Multipurpose Room					
Driffill (Planning)	2020	2020	\$78,005	\$78,099	\$94
Childhood Development Center Improvements					
Lemonwood	2019	2019	\$3,655,246		\$0
Subtotal				\$105,222,877	\$19,398,116
Technology	2020	2020	\$90,968	\$49,775	(\$41,193)
Program Improvements Subtotal				\$114,471,927	\$19,357,380
Program Reserve			\$11,924,965	\$394,471	(\$11,530,494)
Additional Facilities Expenditures	2018	2018	\$4,519,836		\$0
Program Lease Payments					
Brekke ES COP	2020	2020	\$3,831,453		\$0
COP for Land Acquisition	2026-29	2026-29	\$480,000		\$0
Portables Lease Payments	2019	2019	\$564,000		\$0
Subtotal				\$9,395,289	\$0
Program Improvements Total				\$124,261,687	\$7,826,886

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes construction and any remaining activities associated with the planned modernization improvements at McAuliffe and Ritche. The budgets for McAuliffe and Ritche modernizations reflect the estimated State aid modernization eligibility for Financial Hardship less the established budget for the planning and design efforts. The construction of Seabridge elementary school is included within Phase 3 based on the current approved budget, however cost increases may occur at time of implementation given recent trends in construction costs. No Program Reserve is estimated during Phase 3. Phase 3 also accounts for continued lease payments related to the District’s outstanding Doris/Patterson COP. Table 14 provides a summary of the proposed Phase 3 budget and schedule.

Table 14: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule June 2021	Schedule Dec 2021	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson 6-8			\$0		\$0
Seabridge	2018/2024	2018/2024	\$25,639,251	\$25,549,101	(\$90,149)
Classroom/Library/MPR Modernizations					
McAuliffe	2024	2024	\$3,960,291	\$4,501,846	\$541,555
Ritche	2024	2024	\$3,378,083	\$3,913,493	\$535,410
Modernize K-5 Multipurpose Rooms					
Brekke	2027	2027	\$0		\$0
Ramona	2027	2027	\$0		\$0
Construct Academic Program Space: Master Construct					
Brekke	2027	2027	\$0		\$0
Ramona	2027	2027	\$0		\$0
Construct Gym & Modernize MPR					
Fremont	2027	2027	\$0		\$0
Modernize MPR					
Dr. Lopez Academy of Arts & Sciences	2027	2027	\$0		\$0
Construct K-8 Multipurpose Room					
Driffill			\$0		\$0
Program Improvements Subtotal				\$33,964,441	\$986,816
Program Reserve			\$4,737,182	\$0	(\$4,737,182)
Program Lease Payments					
COP for Land Acquisition	2026-29	2026-29	\$2,062,500		\$0
Subtotal				\$2,062,500	\$0
Program Improvements Total				\$36,026,941	(\$3,750,366)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program through the design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy and academic program space improvements at Brekke and Ramona. The design and construction of the new Doris/Patterson K-5 school is also included in Phase 4. Construction of new multipurpose room/gyms at Chavez, Curren, and Kamala have been deferred pending approval of additional future funding. Phase 4 is scheduled to continue COP payments for its COPs related

to the Doris/Patterson land acquisition and will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. As summarized in Table 15, the Phase 4 budget includes \$44.3 million in improvements, inclusive of a \$2.7 million program reserve.

Table 15: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule June 2021	Schedule Dec 2021	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2021/2026	2021/2026	\$29,063,631	\$29,063,377	(\$253)
Modernize K-5 Multipurpose Rooms					
Brekke	2027	2027	\$697,557		\$0
Ramona	2027	2027	\$1,755,474		\$0
Construct Academic Program Space: Master Construct					
Brekke	2027	2027	\$459,373		\$0
Ramona	2027	2027	\$292,151		\$0
Construct Gym & Modernize MPR					
Fremont	2027	2027	\$5,557,436		\$0
Modernize MPR					
Dr. Lopez Academy of Arts & Sciences	2027	2027	\$1,500,000		\$0
Construct K-8 Multipurpose Rooms					
Chavez			\$0		\$0
Curren			\$0		\$0
Kamala			\$0		\$0
Program Improvements Subtotal				\$39,325,368	(\$253)
Program Reserve			\$1,532,875	\$2,702,028	\$1,169,153
Program Lease Payments					
COP for Land Acquisition	2026-29	2026-29	\$2,321,000		\$0
Subtotal				\$2,321,000	\$0
Program Improvements Total				\$44,348,396	\$1,168,900

*Current dollars

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of the proposed phasing strategy for the Program. Table 16 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21st century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. No changes to the schedule are proposed since the June 2021 report.

Table 16: Summary Schedule

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Reconstruct:																
Harrington	Complete															
Harrington Kindergarten Annex		Complete														
Lemonwood		Complete														
Lemonwood Kindergarten Annex		Complete														
Elm		Complete														
McKinna				Complete												
Rose Avenue																
Construct:																
Marshall 6-8 Classrooms		Complete														
Seabridge K-5																
Doris/Patterson K-5																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona		Complete														
Brekke		Complete														
Ritchen		Complete														
McAuliffe		Complete														
21st Century Modernizations:																
McAuliffe																
Ritchen				Complete												
Multipurpose Rooms:																
Fremont																
Dr. Lopez Academy																
Ramona																
Brekke																

Based on the identified phasing plan, Table 17 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$51.1 million.

Table 17: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Construct:			
Rose Avenue	Jan-2017	Aug-2023	\$51,071,913
		Total	\$51,071,913

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
23-Jun-21	A.12	Presentation of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Presentation regarding the June 2021 Semi-Annual Implementation Program Update, for adoption at the August 4, 2021 regular Board meeting.	Information
4-Aug-21	C.5	Approval and Adoption of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Accept and adopt the June 2021 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and direct staff and CFW to proceed with adjustments to the program for immediate implementation.	Approved
4-Aug-21	D.1	Approval and Adoption of Resolution #21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School	Resolution acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and authorizing the Superintendent to submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School.	Approved
4-Aug-21	D.2	Approval and Adoption of Resolution #21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritche Elementary School	Resolution acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and authorizing the Superintendent to submit Project Funding Request Applications for Improvements to Emilie Ritche Elementary School.	Approved
22-Sep-21	C.8	Approval of Agreement #21-123 – CFW Advisory Services, LLC	Agreement #21-123 with CFW Advisory Services, LLC., to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions.	Approved
22-Sep-21	D.1	Approval of Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) Between the Oxnard School District and Balfour Beatty Construction LLC to Provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project	Guaranteed Maximum Price (GMP) to provide Construction Services related to the Rose Avenue Elementary School Reconstruction Project utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code, in the amount of \$41,678,393.00, to be paid out of Master Construct and Implementation Funds. This amount includes a GMP Contingency of \$1,695,042.00	Approved
22-Sep-21	D.2	Consideration and Approval of Amendment #003 to Agreement #17-49 with IBI Group to Provide Additional Architectural and Design Services for the Rose Avenue School Reconstruction Project	Amendment #003 to Agreement 17-49 for additional Architectural Services for the Rose Avenue School Reconstruction Project, in the amount of \$122,650.00, to be paid from Master Construct and Implementation Funds.	Approved
20-Oct-21	C.15	Approval of Agreement #21-140 with Kenco Constructio Services, Inc. to provide DSA Inspector of Record (IOR) Services (Project Inspector) for the Rose Avenue Elementary School Reconstruction Project	Approval to engage the services of Kenco Constructio Services, Inc. to provide a DSA approved Inspector to act as the Inspector of Record of the DSA Project Inspector for the Rose Avenue Elementary School Reconstruction Project. The amount of the Agreement is \$367,000 to be paid out of the Master Construction and Implementation Funds.	Approved
20-Oct-21	C.16	Approval of Agreement #21-141 with Construction Testing & Engineering Services, Inc. to provide DSA Special Testing and Inspection Services for the Rose Avenue Elementary School Project.	Approval to engage the services of Construction Testing & Engineering Services, Inc. (CTE) to provide DSA Special Testing and Inspection Services for the Rose Avenue Elementary School Reconstruction Project. The amount of the Agreement is \$375,509 to be paid out of the Master Construction and Implementation Funds.	Approved
20-Oct-21	C.24	Ratification of Agreement #21-137 with Caldwell Flores Winters, Inc. for Program Implementation Services	Ratification of Agreement #21-137 with Caldwell Flores Winters, Inc., (CFW) for Program Implementation Services, October 1, 2021 through June 30, 2026 at 4.75% of the Project Costs, payable from available District capital funds - no impact to the General Fund.	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 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: January 19, 2022

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student:
 - Case No. 21-03 (Action Item)
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Evaluation
 - Superintendent

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 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: January 19, 2022

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 2022

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrator:

- Kenneth Noriega, Maintenance Manager

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

The newly appointed administrator will be introduced to the Board of Trustees.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section A: Report

Dual Language Immersion (DeGenna/Fox)

The Assistant Superintendent, Educational Services and the Director of Teaching and Learning will provide an update presentation on the district's Dual Language Immersion Program.

FISCAL IMPACT:

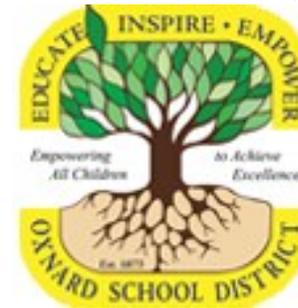
N/A

RECOMMENDATION:

Informational

ADDITIONAL MATERIALS:

Attached: [Final DLI Board Presentation 1-19-21 \(Fox\).pdf](#)

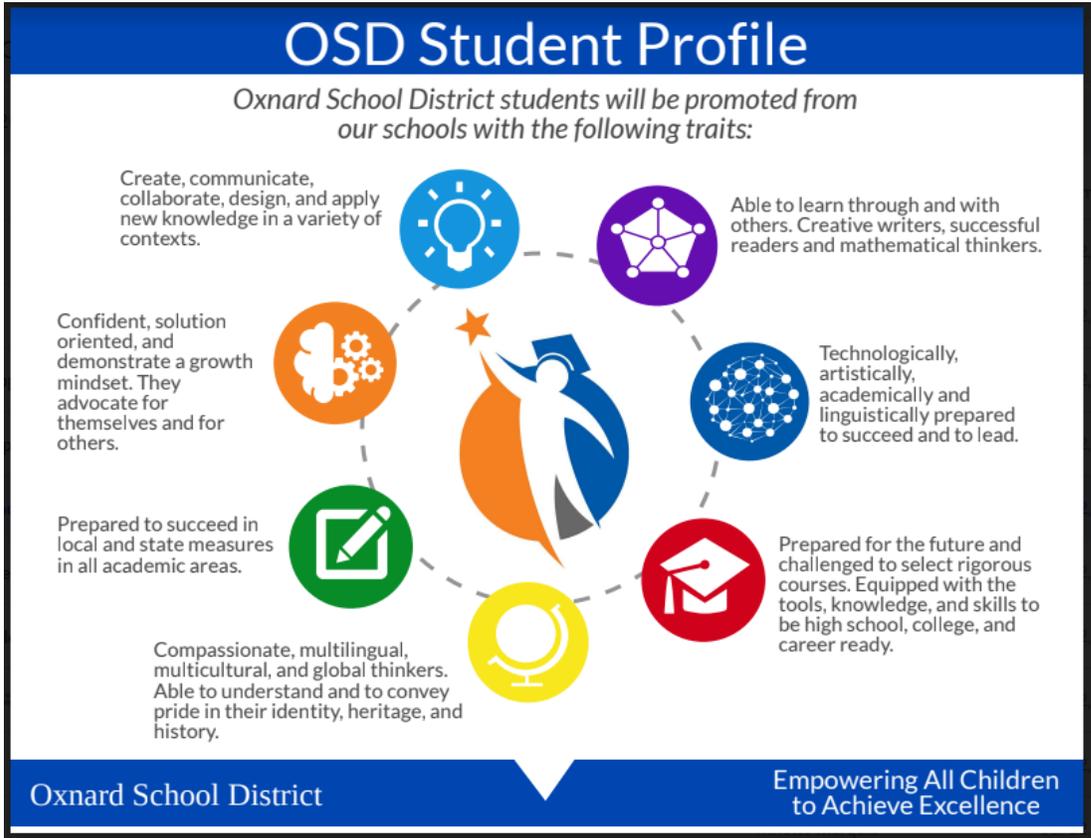


OXNARD SCHOOL DISTRICT DUAL LANGUAGE EDUCATION

January 19, 2022

PROGRAM GOALS

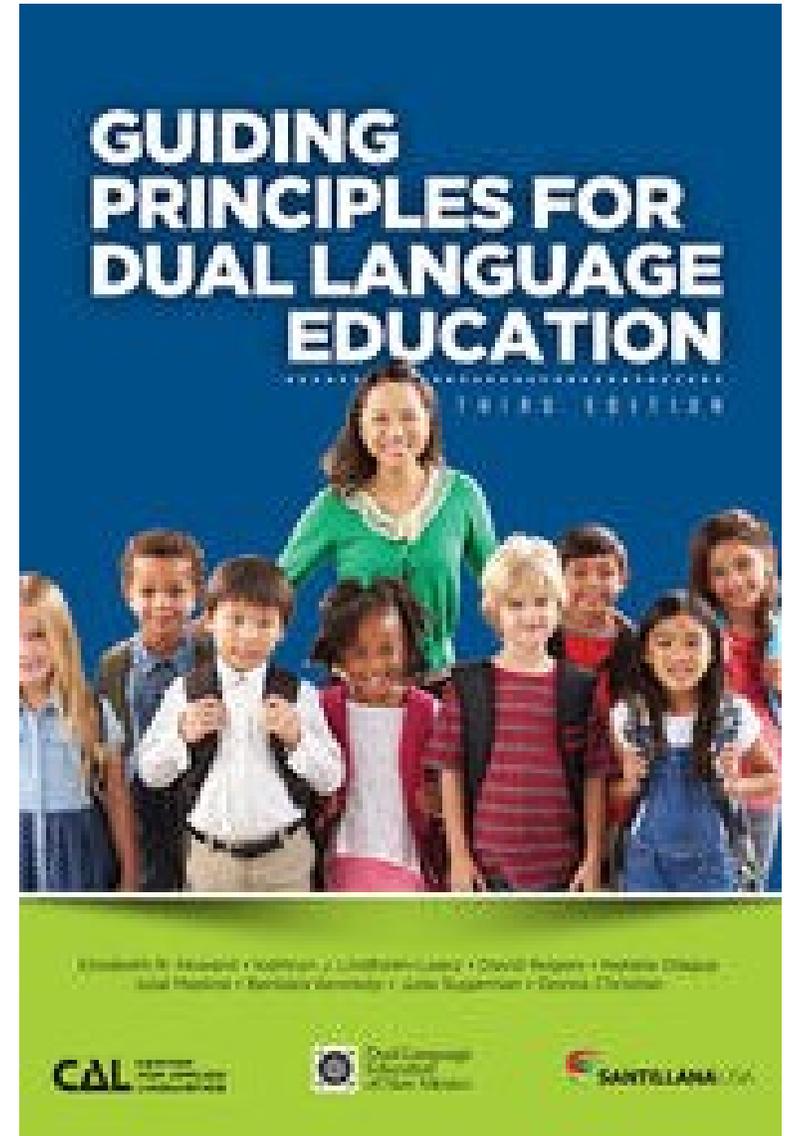
1. High Academic Achievement
2. Bilingualism/Biliteracy
3. Sociocultural Competence



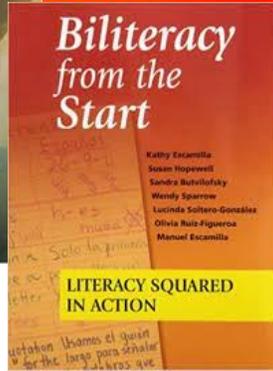
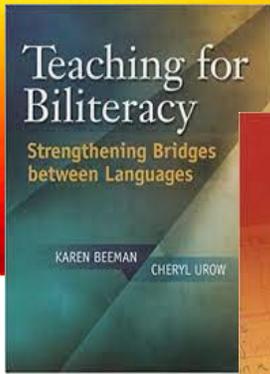


EFFECTIVE BILINGUAL PROGRAMS...

- Focus on enrichment and not remediation
- Support the academic and linguistic needs of English Learners
- Promote academic achievement and proficiency in both L1 and L2



DESIGNING EFFECTIVE BILITERACY INSTRUCTION



Teaching for Biliteracy

- Three linguistic spaces
- Separation of language by space/time
- Simultaneous literacy

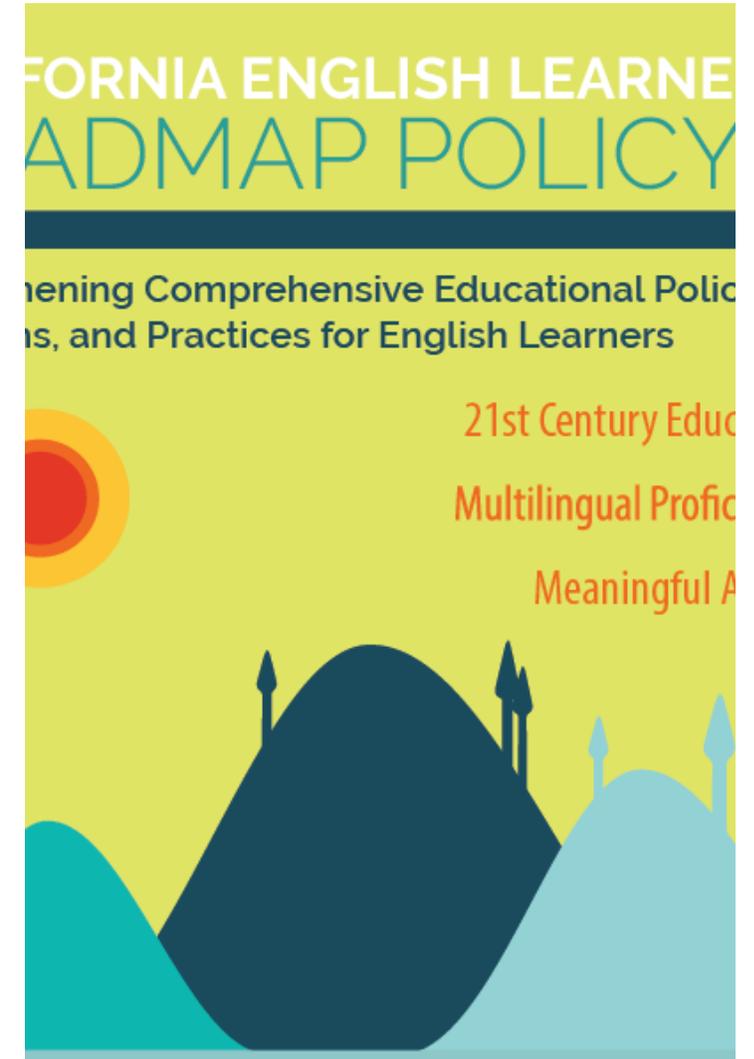
Biliteracy from the Start

- Oracy as a precursor to literacy
- Integration of reading and writing
- Units of study
- Explicit cross-language connections



ENGLISH LEARNER ROADMAP

- Assets Oriented
- Intellectual Quality of Instruction and Meaningful Access
- Systems and Conditions that Support Effectiveness
- Alignment and Articulation Within and Across Systems



OSD PROGRAM DESIGN

- 50/50 Model
- Simultaneous Literacy



OXNARD SCHOOL DISTRICT

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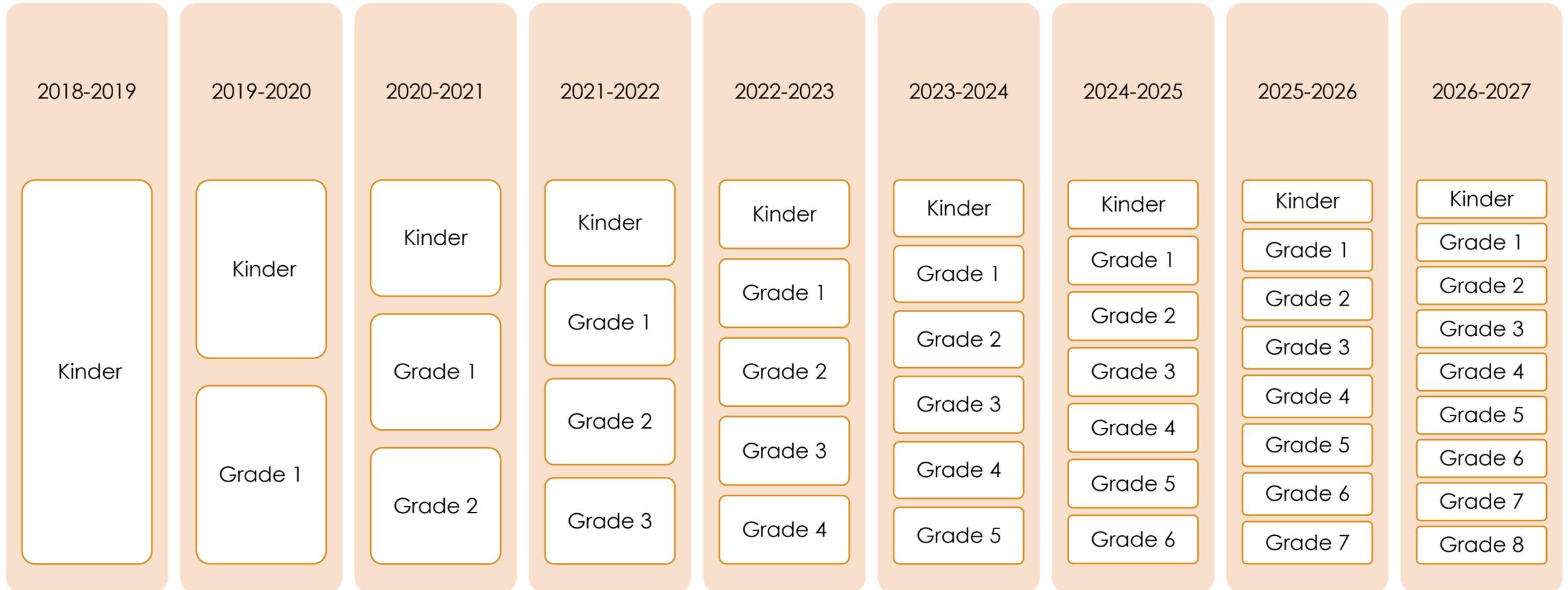
Dual Language Programs

50/50 Model



Kindergarten 50/50	First Grade 50/50	Second Grade 50/50	Third Grade 50/50	Fourth Grade 50/50	Fourth/Fifth Grade 50/50	Fifth Grade 50/50	Sixth Grade 40/60	Seventh Grade 20/80	Eighth Grade 20/80
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
SLA/SLD	SLA/SLD	SLA/SLD	SLA/SLD	SLA/SLD	SLA	SLA	Spanish Lit.	Spanish Lit & Comp	Spanish Lit & Comp
Social Studies	Science	Social Studies	Science	Social Studies	Science	Science	Social Studies		
Math Corner	Math Corner	Math Corner	Math Corner	Math Corner	Math Corner	Math Corner			
(minutes= 133.5)	(minutes=142.5)	(minutes=142.5)	(minutes=142.5)	(minutes=145)	(minutes=145)	(minutes=145)	(2 periods)	(1 period)	(1 period)
PE = 10 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE =20 minutes	PE=1 period	PE=1 period	PE= 1 period
English	English	English	English	English	English	English	English	English	English
ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA	ELD/ELA
Math	Math	Math	Math	Math	Math	Math	Math	Math	Math
Science	Social Studies	Science	Social Studies	Science	Social Studies	Social Studies	Science	Social Studies	Social Studies
(minutes=133.5)	(minutes=142.5)	(minutes=142.5)	(minutes=142.5)	(minutes=145)	(minutes=145)	(minutes=145)	(3 periods)	Science (4 periods)	Science (4 periods)

TIMELINE PROGRAM ROLL-OUT



2021-2022 SCHOOL-YEAR

Schools	Biliteracy Schoolwide	Biliteracy Strand within the School
Chávez	Kindergarten-Third Grade	Fourth-Seventh Grade
Curren	Kindergarten-Third Grade	Fourth-Eighth Grade
Driffill	Kindergarten-Third Grade	Fourth-Seventh Grade
Elm	Kindergarten-Third Grade	Fourth-Fifth Grade
Harrington	Kindergarten-Third Grade	
Kamala	Kindergarten-Third Grade	Fourth-Seventh Grade
Lemonwood	Kindergarten-Second Grade	Third-Seventh Grade
McKinna	Kindergarten-Third Grade	
Ramona	Kindergarten-Third Grade	
Soria		Kindergarten-Eighth Grade
López		Sixth-Eighth Grade

DLI ENROLLMENT CRITERIA

Kindergarten-First Grade

- Interest in student developing literacy in both Spanish and English
 - Bilingual Students
 - Monolingual Students
 - Spanish Speakers
 - English Speakers
 - Speakers of a Native Language
 - Speakers of any Other Language

Second Grade-Sixth Grade

- Interest in student developing literacy in both Spanish and English
 - Previously enrolled in a program where Spanish was the language of instruction
- or
- Students with sufficient Spanish to be academically successful in a dual language setting (case by case)

2021-2022 SCHOOL-YEAR DLI ENROLLMENT

*Implementing Biliteracy Units

School	K*	1 st *	2 nd *	3 rd *	4 th	5 th	6 th	7 th	8 th	Total
Chavez	70	69	94	83	51	43	33	20		463
Curren	90	95	87	93	50	44	43	31	30	563
Driffill	94	94	93	104	47	43	35	50	2	563
Elm	73	72	88	84	49	45				411
Harrington	72	94	79	70						315
Soria	72	44	46	43	42	49	60	46	62	464
Kamala	95	93	91	110	45	46	49	41		570
Lemonwood	72	92	90	50	51	42	45	24		466
Lopez							22	26	26	74
McKinna	96	94	112	83						385
Ramona	72	93	89	81						335
Total	806	840	870	801	335	312	287	238	120	4609

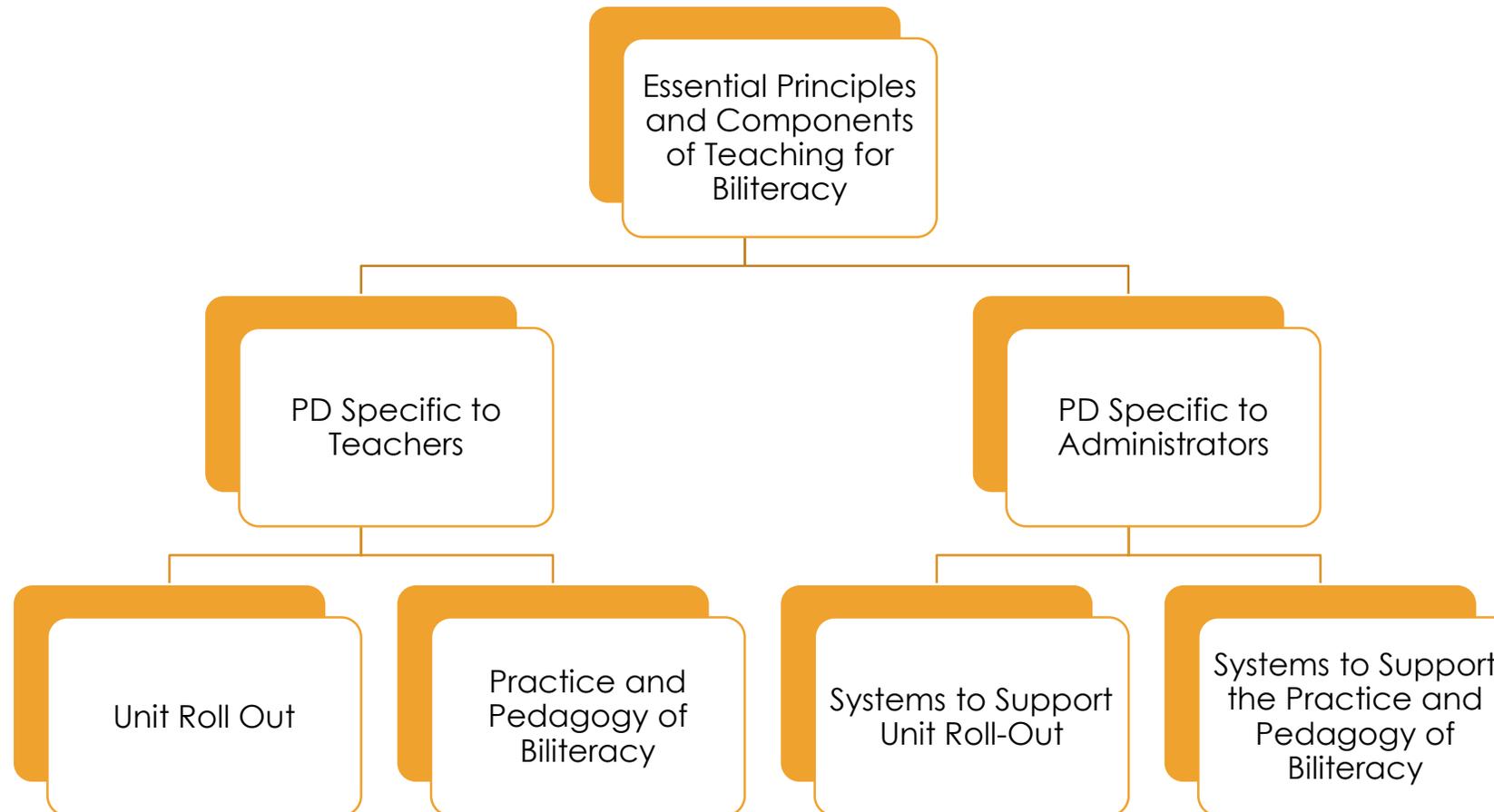
PRIMARY LANGUAGE DLI STUDENTS

	Kinder	1 st Grade	2 nd Grade	3 rd Grade	4 th Grade	5 th Grade	6 th Grade	7 th Grade	8 th Grade	Total
All Other Non-English Languages								1		1
English	146	146	127	111	33	30	42	41	34	710
Filipino (Pilipino, Tagalog)		1							1	2
Indonesian				1						1
Japanese				1		1				2
Khmer				1						1
Mixtec	41	41	31	32	17	10	6	4		182
Spanish	616	649	705	655	281	271	242	191	86	3696
Vietnamese		1	1							2
Zapotec	3	3	2	2	2	1	1			14
Grand Total	806	841	869	800	334	312	292	237	120	4611

ENGLISH LEARNERS IN DLI

	Kinder	1 st Grade	2 nd Grade	3 rd Grade	4 th Grade	5 th Grade	6 th Grade	7 th Grade	8 th Grade	Total
All Other Non-English Languages								1		1
Filipino (Pilipino, Tagalog)			1						1	2
Indonesian				1						1
Japanese				1						1
Khmer				1						1
Mixtec	41	40	31	32	15	10	4	3		176
Spanish	592	605	656	609	270	222	131	71	24	3180
Vietnamese		1								1
Zapotec	3	3	1	2	2	1	1			13
Grand Total	636	650	691	643	287	233	137	75	24	3376

SUPPORTING DLI EXPANSION



OSD BILITERACY UNITS

- Content Areas
 - Science
 - Social Studies
- Language Arts
 - Spanish
 - English
- Language Development
 - Spanish
 - English



OSD BILITERACY UNIT RESOURCES

Resources to Support BUF Implementation

Document	Description	Purpose
Language Allocation Plan	Delineates the language of instruction for each subject	Identify the subject each teacher will teach based on their assigned language of instruction
OSD Pedagogy	Summarizes the district's expectations for literacy and biliteracy instruction	Guides pedagogical decisions
Standards at a Glance	Outlines the standards that will be covered for each unit including the foundational and grammar skills while making connections to SLD and SLA/ELD and ELA Provides a general pacing guide for each unit	Assists when planning instruction and deciding what each teacher will focus on Looking ahead and setting dates of completion for each unit
Writing Buckets and Ladders	A visual representation of the CCSS Writing and Reading Standards	Helps understand how the writing standards connect to each other
Resources from Maravillas/Wonders	A list of readings found in the adopted curriculum which connect with the theme of the units	Helps identify resources that connect with the theme of the unit
Resources from myOn	A list of readings found in myOn which connect with the theme of the units	Helps identify resources that connect with the theme of the unit
Schedule Guide	A general outline of how the instructional day should be divided in a 50/50 DLL program	Provides a guide to help develop the classroom schedule in a 50/50 classroom
Weekly Lesson Planning Template	A general outline of how to organize instructional activities to support the objectives of the lesson. The components included in the template correlate with the District's Literacy Pedagogy	Helps plan and organize daily/weekly instruction based on the goals/objectives of the BUFs
Transfer Between Spanish Reading and English Reading	A quick guide to the components of language and language transfer	A reference when planning targeted language instruction
Side by Side Standards	A side by side list of the ELA/SLA CCSS	Use in collaboration with partner teachers to identify the students' level

		of proficiency for standards in L1 and L2
Biliteracy Maps	A general overview of the BUFs including Essential Question, Writing Standards, Reading Standards, and Content (SS/NGSS) Standards	Have an understanding of how the learning will be structured for students in the school year
Foundational Skills Guide	Provides locations of specific skills in the Maravillas/Wonders TEs	Identify where to find foundational skills/lessons within Maravillas/Wonders
Language Transfers Workbook	A McGraw-Hill resource which outlines all the sound transfers between English and various languages	Useful when planning what will need to cover during English literacy instruction
Scope and Sequence ELA Standards	A McGraw-Hill resource which outlines the scope and sequence of the program	At a quick glance, helps identify resources within Wonders
Maravillas/Wonders Planogram	A McGraw-Hill resources which outlines "matches" between Wonders/Maravillas	Help identify the skills unique to Spanish
Spanish Language Development Standards	The California Adopted Spanish Language Development Standards	Helps identify which language skills will need to be integrated into the BUFs
English Language Development Standards	The California Adopted English Language Development Standards	Helps identify which language skills will need to be integrated into the BUFs

Oxnard School District

6/29/2021



Kindergarten



2nd Grade



1st Grade



3rd Grade

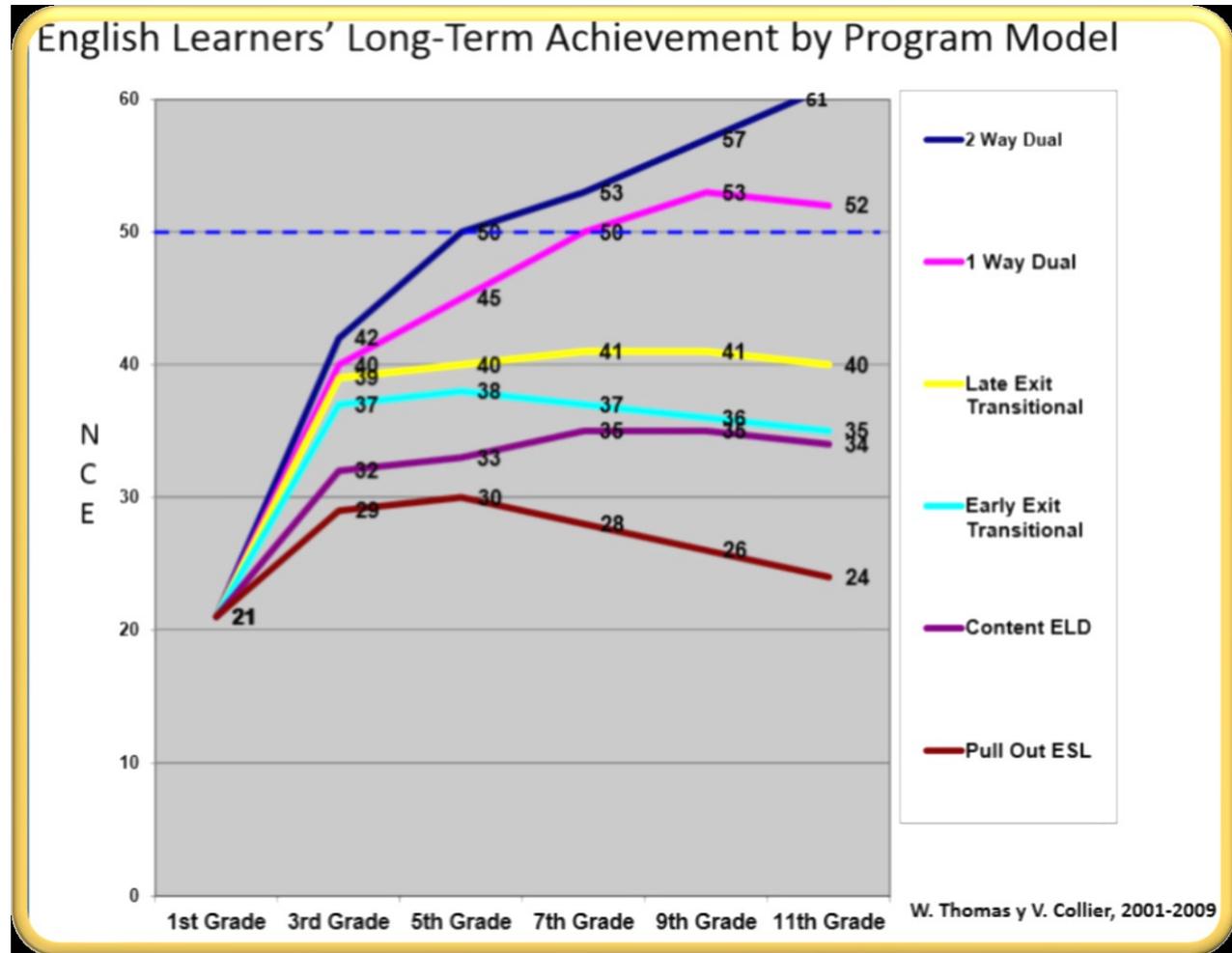
2021-2022 SCHOOL-YEAR TEACHER PROFESSIONAL DEVELOPMENT

- Teaching for Biliteracy Institute
- Unit Implementation
- Planning Opportunities
- Weekly Meetings to Support Middle School DLI Teachers
- Grade-Level Support Specific to Needs
- Individual Support





Collier, V. P., & Thomas, W. P. (2004).
The Astounding Effectiveness of Dual
Language Education for All. *NABE
Journal of Research and Practice*, 2(1).

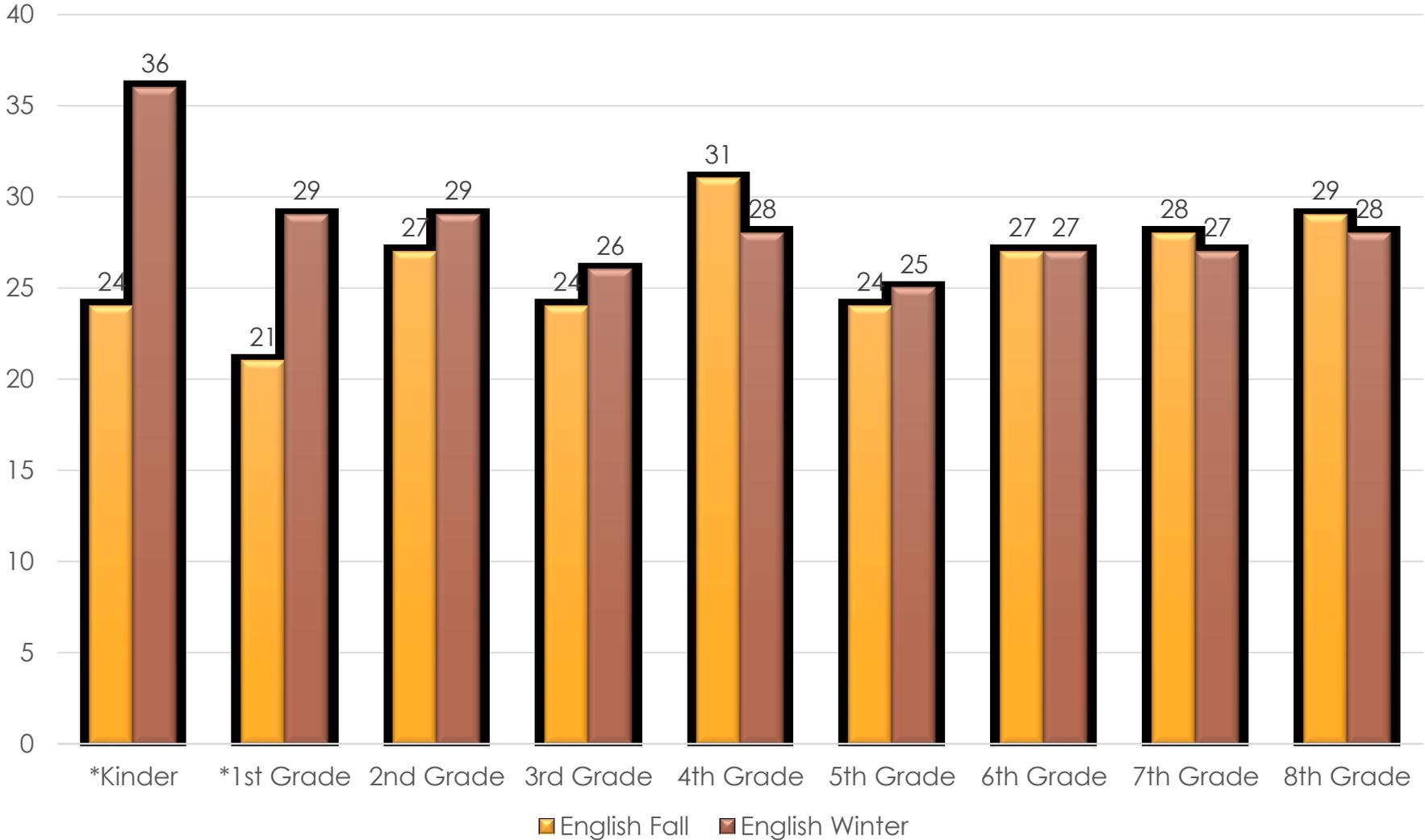


STUDENT OUTCOMES READING

- Early Literacy (K-1st)
- STAR Reading (2nd-8th)

DATA THAT SIT
UNUSED ARE NO
DIFFERENT
from data that were
**NEVER
COLLECTED**
in the first place
Doug Fisher and Nancy Frey

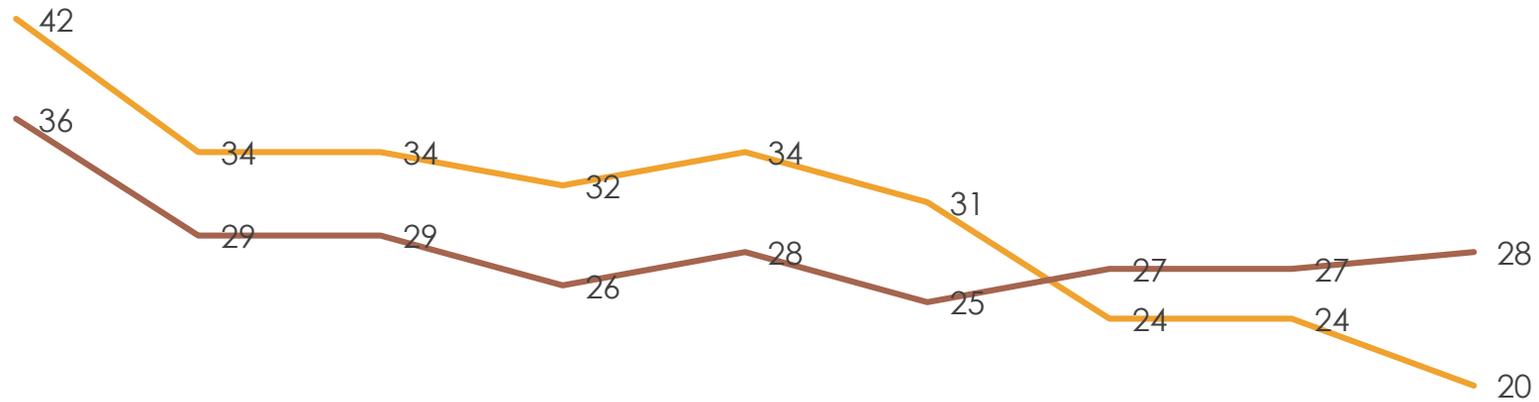
Star English (DLI) Reading Percent At/Above Fall/Winter 2021



*Early Literacy

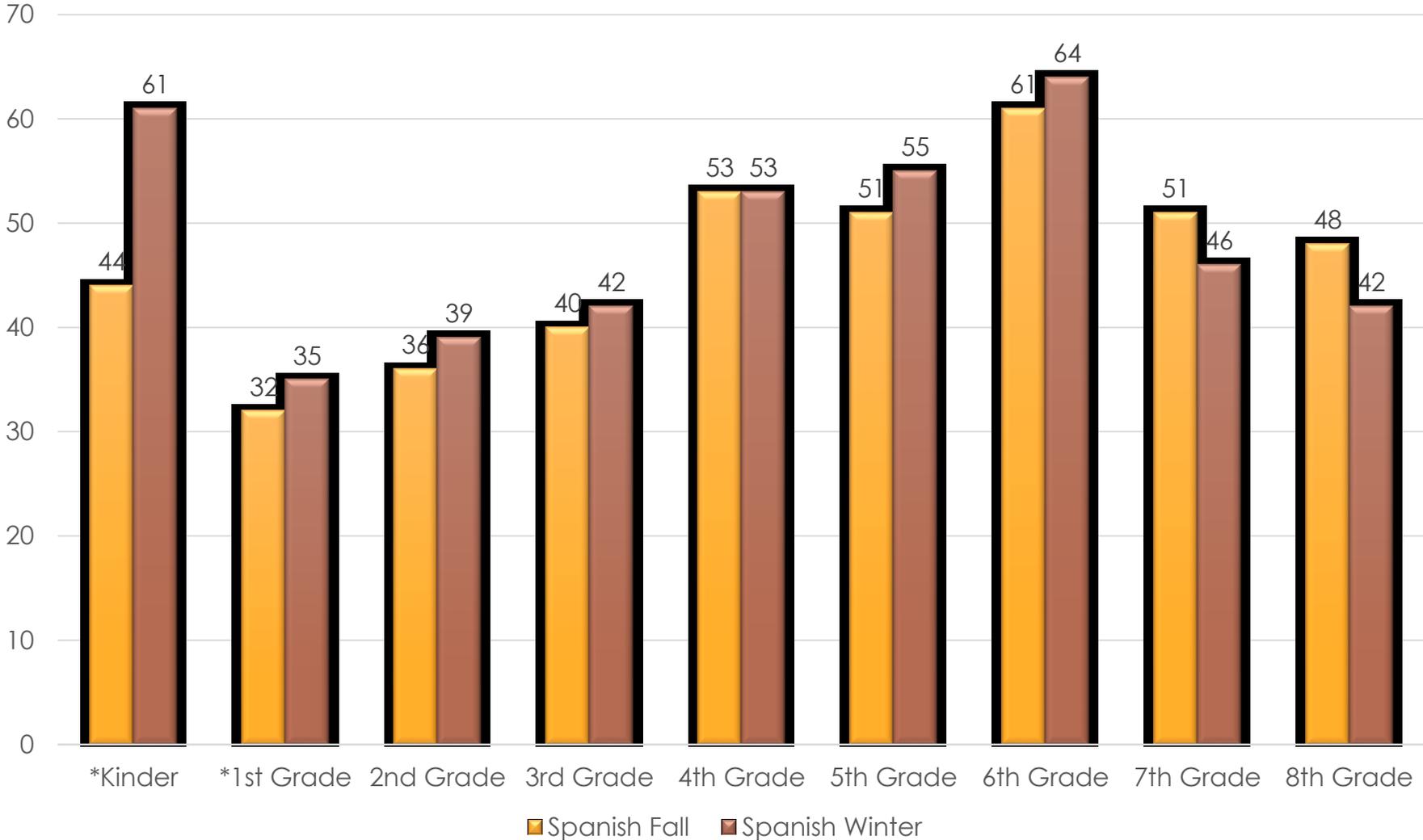
STAR English Reading Percent At/Above By Grade Level Winter 2021

District Wide DLI



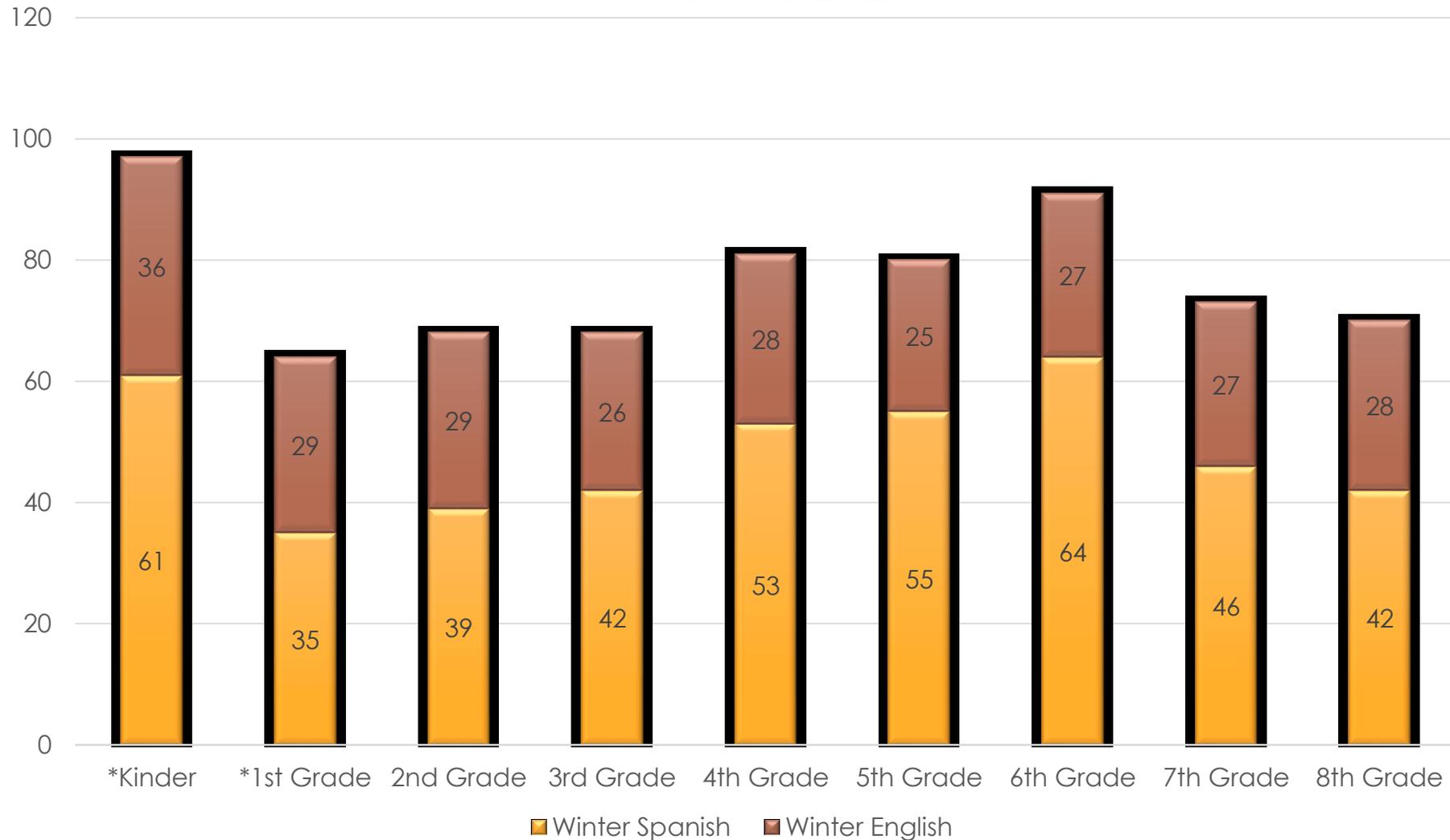
*Kinder * 1st Grade 2nd Grade 3rd Grade 4th Grade 5th Grade 6th Grade 7th Grade 8th Grade

Star Spanish (DLI) Reading Percent At/Above Fall/Winter 2021



*Early Literacy

Star Spanish + English Reading Percent At/Above Winter 2021



*Early Literacy

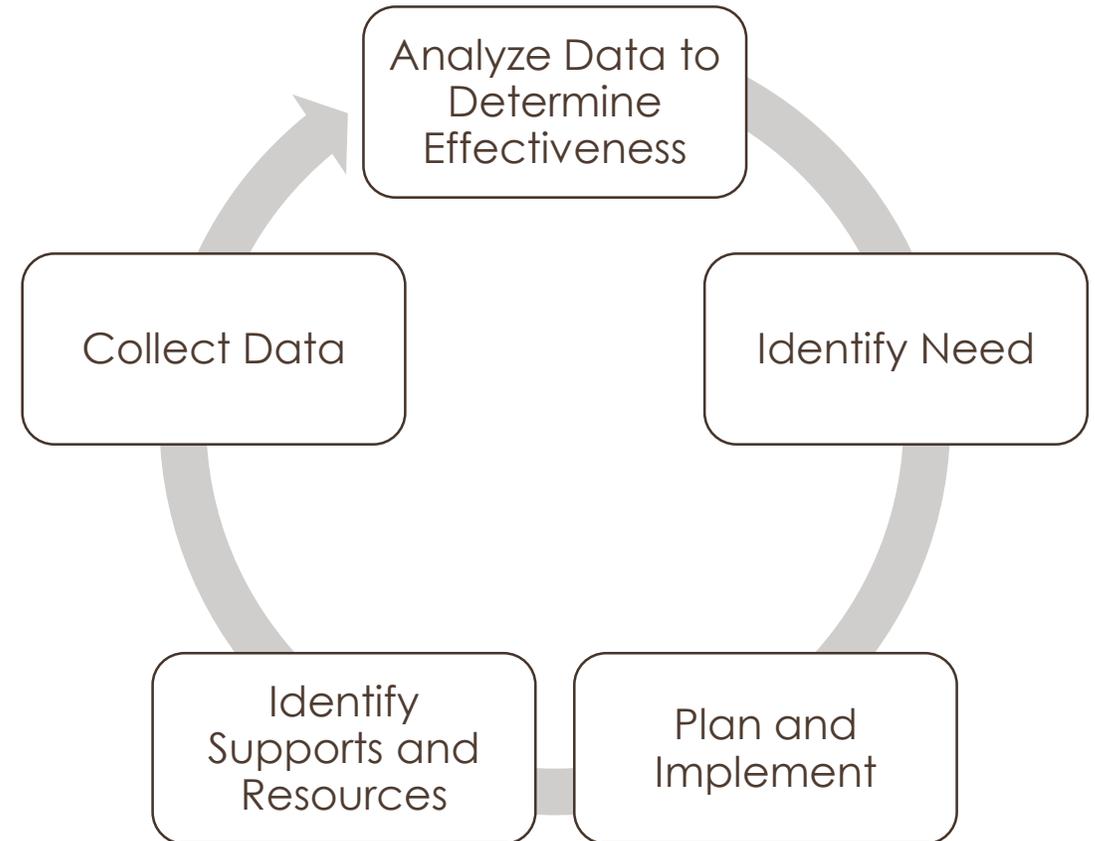
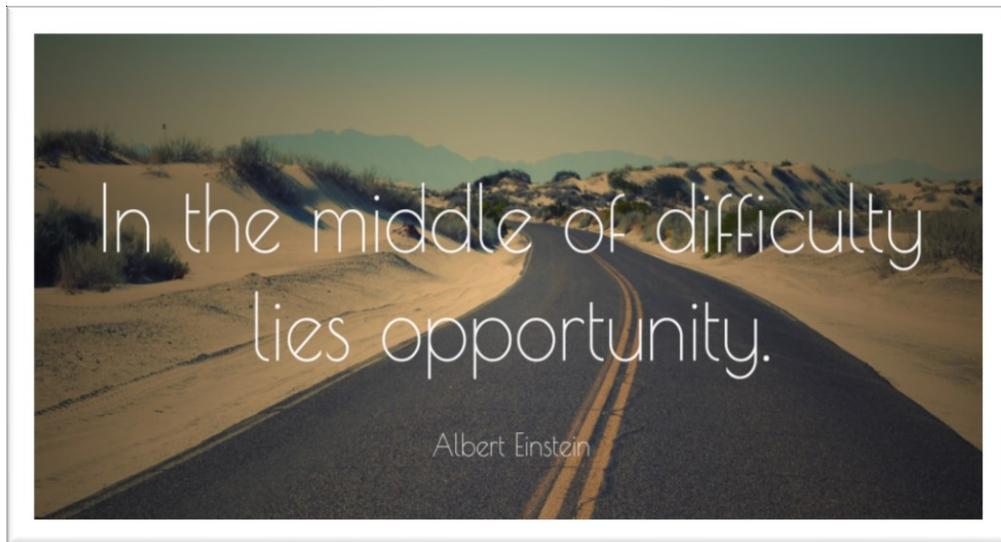
CHALLENGES

- Limitations with Staffing
 - Effective Implementation of the Biliteracy Framework
 - Targeted Professional Development
- Lack of Common Professional Planning Time
 - Shifts in Philosophy and Practice
 - In Depth Understanding of the Biliteracy Framework
 - Effective Systems Across all Dual Language Schools



NEXT STEPS

- Continue to Implement the OSD Biliteracy Plan
- Monitor Progress and Modify as Needed



QUESTIONS



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 2022

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 2022

Agenda Section: Section B: Hearing

Public Hearing: Sunshine of the California School Employees Association, Chapter 272 (CSEA) and the Oxnard School District's (District) Initial Proposals for 2021-2022 Negotiations, Pursuant to Government Code Section 3547 (Torres)

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association, Chapter 272 (CSEA) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2021-2022 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, the District and CSEA submit their intent to hold this Public Hearing before the parties meet to negotiate the articles listed on the attached.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Following this Public Hearing, it is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2021-2022 school year and any additional years, as may be mutually agreed upon by the parties.

ADDITIONAL MATERIALS:

Attached: [District's CSEA 2021-22 OSD Proposals \(one page\)](#)
[CSEA Initial Proposals for 2021-22 \(three pages\)](#)



OXNARD SCHOOL DISTRICT

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Oxnard School District Initial Sunshine Proposal to the California School Employees Association, Chapter 272

2021-2022

Article 8 Hours and Overtime

- The District seeks to discuss Hours and Overtime for CSEA members.

Article 9 Pay Allowances

- The District seeks to discuss salary for CSEA members.

Article 14 Annual Work Calendar and Holidays

- The District seeks to discuss the Annual Work Calendar and Holidays for CSEA members.

Article 16 Leaves

- The District seeks to discuss Leaves for CSEA members.

Article 17 Transfers

- The District seeks to discuss transfers timelines for CSEA members.

Article 20 Layoff, Reemployment, and the Effects

- The District seeks to discuss Layoff, Reemployment, and the Effects for CSEA members.

Article 29 Term of Agreement

- The District seeks to discuss Term of Agreement.

INITIAL PROPOSALS – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS OXNARD CHAPTER 272

The California School Employees Association (CSEA) and its Oxnard Chapter 272 with this initial proposal notifies the Oxnard Elementary School District of CSEA's intent to modify or amend the contract and negotiate a number of articles within the active collective bargaining agreement.

ARTICLE II – CHECK-OFF AND ORGANIZATIONAL SECURITY

CSEA proposes to make changes to Section 2: Dues Deductions, which may include changes to the requirement that CSEA to submit dues authorization forms.

ARTICLE IV – STEWARDS

CSEA proposes to make changes to Section 4: Duties, which may include the expanding of access to the representatives allowed access to representational meetings to steward trainees, and the expansion of the number of stewards to be present during disciplinary meetings.

ARTICLE V – EMPLOYEE RIGHTS

CSEA proposes to make changes to Section 1—Personnel Files, which may include additional security measures regarding access to employee personnel files and an amended timeline for changes/updates to employee personnel files.

ARTICLE IIX – HOURS AND OVERTIME

CSEA proposes to make changes to Section 5—Split Shift, which may include additional language to tackle issues with scheduling for Campus Assistants.

ARTICLE IX – PAY ALLOWANCES

CSEA proposes to make changes to Section 1—Regular Rate of Pay, which may include clarification around the application of anniversary increments.

CSEA also proposes to make changes to Section 8—Working Out Of Class, which may include clarification around the application of compensation for working out of one's classification.

CSEA additionally proposes to add language regarding the reasons for which the District may change the method of payment for an employee.

ARTICLE X – ANNIVERSARY DATE

CSEA proposes to fold the existing agreement regarding anniversary dates for Campus Assistants into Article 10.

ARTICLE XIV – ANNUAL WORK CALENDAR AND HOLIDAYS

CSEA proposes to update the dates contained in the article which relate to work year calendars and scheduled holidays.

ARTICLE XV – VACATION PLAN

CSEA proposes language changes to provide clarification regarding vacation leave.

ARTICLE XVI – LEAVES

CSEA proposes to add language to Section 13—Leave(s) of Absence Without Pay, which may include clarifying language about the necessity of verification.

CSEA also proposes to add language to Section 16—Family Care and Medical Leave, which may include changes to the coordination of benefits to include notification between different types of leaves being utilized.

ARTICLE XVII -- TRANSFERS

CSEA proposes to update any dates contained in the article which have expired, as well as updating the referenced appendix.

ARTICLE XVIII – PROMOTION

CSEA proposes to add language clarifying the process in the case of failure of probation following multiple promotions in succession.

ARTICLE XIX – CLASSIFICATION/RECLASSIFICATION AND REINSTATEMENT

CSEA proposes to add language which may include stipulation to notify the CSEA chapter president of the findings of the reclassification panel.

CSEA

ARTICLE XX – LAYOFF, REEMPLOYMENT, AND THE EFFECTS

CSEA proposes to update this article to reflect changes in legislation regarding layoff notices from 45 days to 60 days.

CSEA also proposes to add language that clarifies seniority as referencing rank-in-position.

ARTICLE XXII – GRIEVANCES

CSEA proposes to make changes to Section 2—Procedure, which may include stipulations that the same administrator may not participate in multiple levels of the grievance procedure.

CSEA also proposes to make additional changes to this section to bring this agreement in line with current CSEA policy.

ARTICLE XXIV – SAFETY

CSEA proposes to add language which establishes a safety committee that ensures all safety concerns are properly responded to and investigated if necessary.

CSEA reserves the right to open additional articles during the course of these successor negotiations, subject to the appropriate notice requirements under the law and CSEA policies.

Should you have any questions or concerns, please do not hesitate to contact us. Please feel free to proceed with any requirements for posting prior to negotiations.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 2022

Agenda Section: Section B: Hearing

Public Hearing - Options for Trustee Area Redistricting (Aguilera-Fort/Sawhney)

A public hearing will be held to review and receive public input on the options for Trustee Area Redistricting. Revisions to Trustee areas must be adopted by February 28, 2022.

Changes to the existing areas are indicated in purple outline on the attached maps.

Following tonight's public hearing any revisions will be brought back for review and input at the February 2, 2022 Board meeting. The final revisions will be presented for the Board's adoption at the February 16, 2022 Board meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

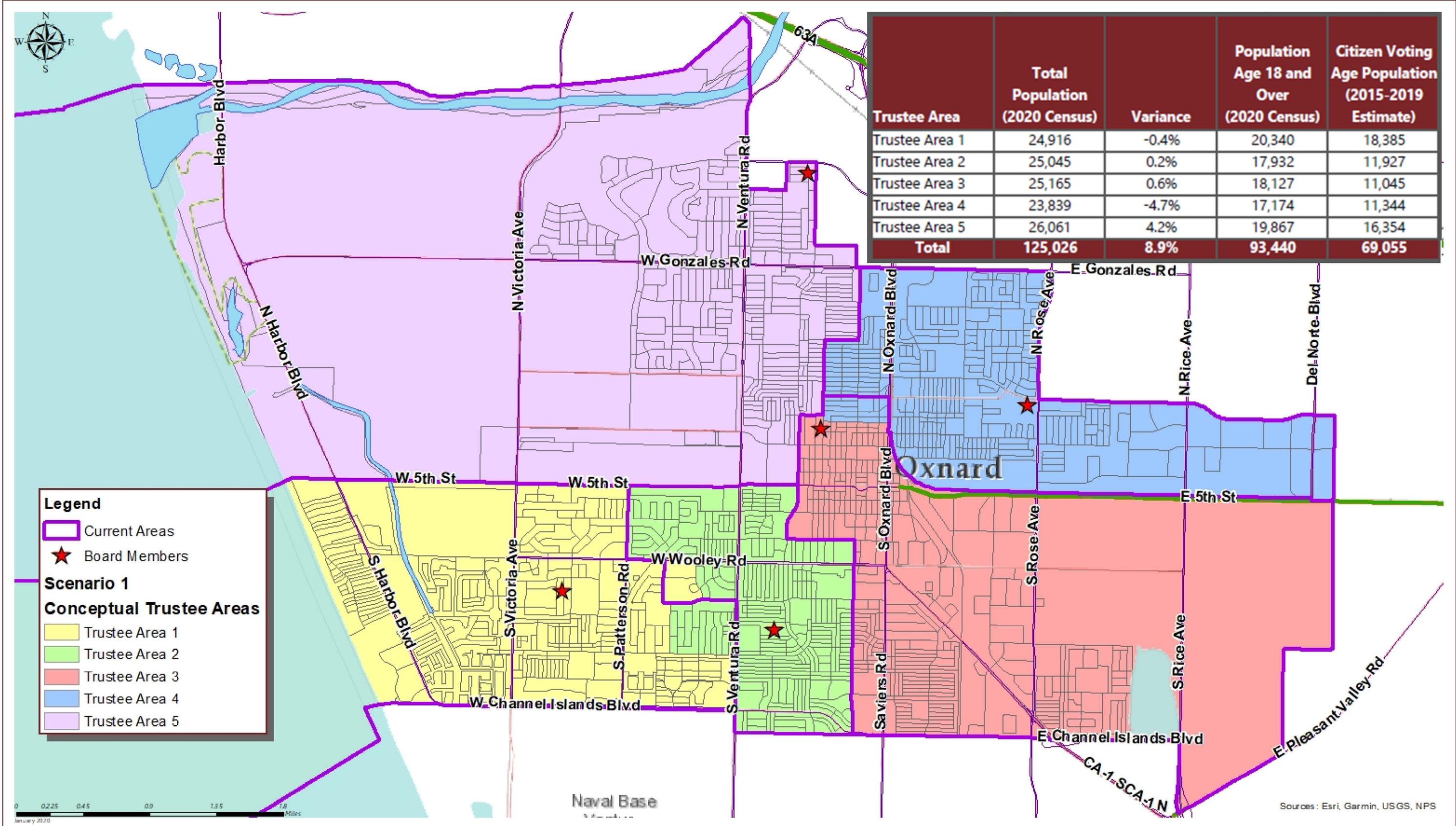
It is the recommendation of the Superintendent that the Board of Trustees review and receive public input on the Draft Trustee Area maps, as presented.

ADDITIONAL MATERIALS:

Attached: [Draft Map - Scenario 1 \(2 pages\)](#)
[Draft Map - Scenario 2 \(2 pages\)](#)

OXNARD SCHOOL DISTRICT

CONCEPTUAL TRUSTEE AREAS - SCENARIO 1



CONCEPTUAL TRUSTEE AREAS - SCENARIO 1

Total Population:	125,026	Ideal Population:	25,005	Variance:	8.9%
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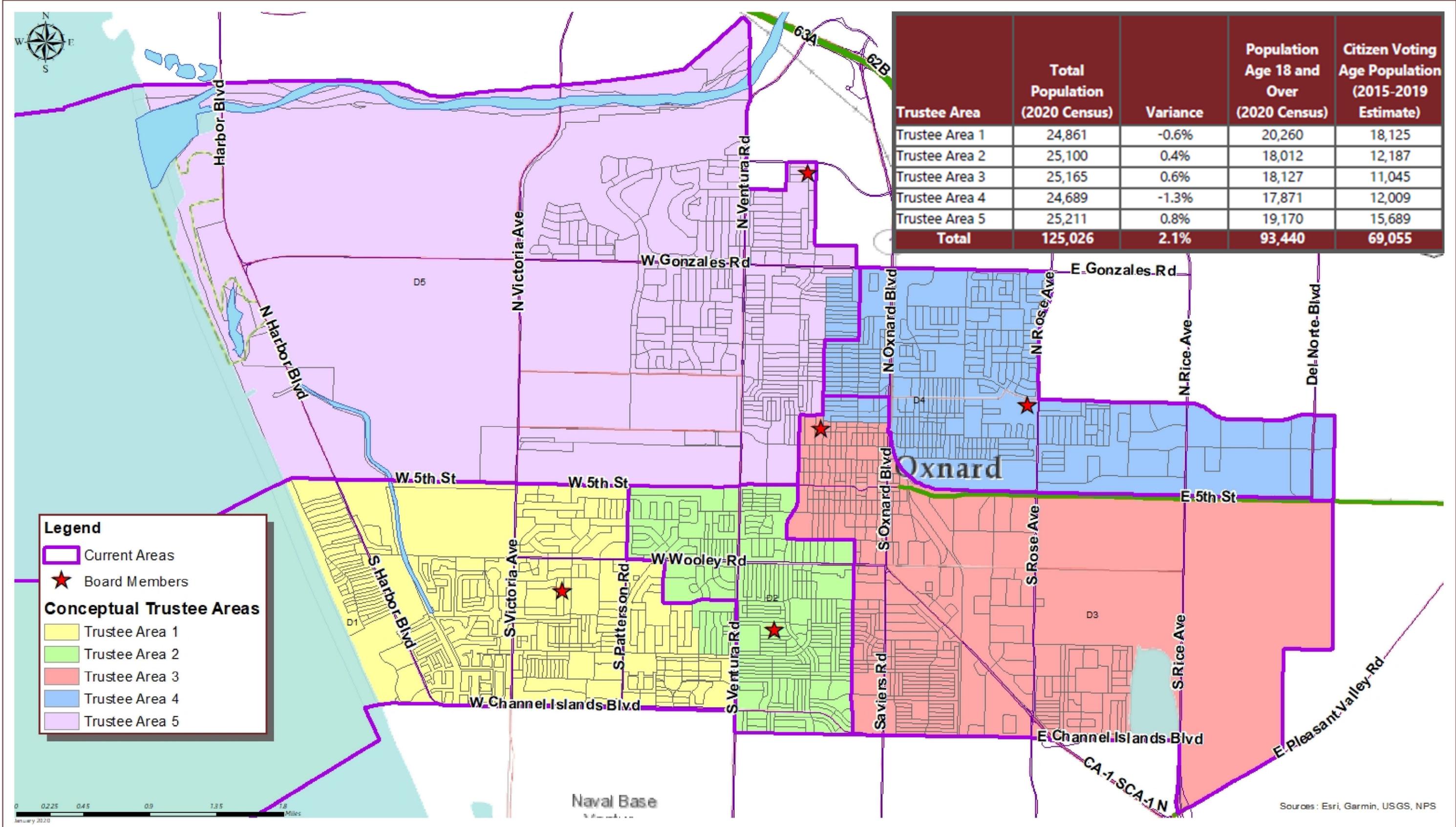
Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	24,916	25,045	25,165	23,839	26,061
Population Variance	-89	40	160	-1,166	1,056
	-0.4%	0.2%	0.6%	-4.7%	4.2%
Hispanic/Latino	46.7%	85.9%	85.4%	83.6%	70.5%
White	39.2%	6.8%	6.4%	5.4%	17.3%
Black/ African American	3.0%	2.1%	1.6%	1.4%	3.1%
American Indian/ Alaska Native	0.4%	0.2%	0.2%	0.2%	0.2%
Asian	6.4%	3.2%	4.8%	7.9%	6.0%
Native Hawaiian/ Other Pacific Islander	0.3%	0.3%	0.2%	0.2%	0.3%
Other	0.6%	0.3%	0.3%	0.2%	0.6%
Two or More Races	3.5%	1.4%	1.2%	1.1%	2.1%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	20,340	17,932	18,127	17,174	19,867
Hispanic/Latino	40.8%	83.3%	82.6%	81.3%	65.9%
White	44.6%	8.2%	7.9%	6.4%	20.5%
Black/ African American	3.2%	2.4%	1.8%	1.7%	3.5%
American Indian/ Alaska Native	0.4%	0.2%	0.2%	0.2%	0.3%
Asian	7.0%	3.9%	5.8%	9.0%	6.9%
Native Hawaiian/ Other Pacific Islander	0.3%	0.3%	0.2%	0.2%	0.3%
Other	0.6%	0.3%	0.3%	0.2%	0.6%
Two or More Races	3.2%	1.4%	1.2%	0.9%	2.0%

Citizens by Voting Age Population Estimate (2015-2019)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	18,385	11,927	11,045	11,344	16,354
Hispanic/Latino	38.1%	72.4%	77.9%	72.0%	57.3%
White	48.5%	14.2%	10.6%	13.7%	26.6%
Black/ African American	3.8%	5.4%	2.7%	2.1%	4.5%
American Indian/ Alaska Native	0.1%	0.2%	0.0%	0.8%	0.3%
Asian	6.1%	6.6%	7.8%	9.2%	8.8%
Native Hawaiian/ Other Pacific Islander	0.4%	0.3%	0.1%	0.6%	0.1%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	3.0%	0.9%	0.9%	1.5%	2.3%

OXNARD SCHOOL DISTRICT

CONCEPTUAL TRUSTEE AREAS - SCENARIO 2



CONCEPTUAL TRUSTEE AREAS - SCENARIO 2

Total Population:	125,026	Ideal Population:	25,005	Variance:	2.1%
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Total Population (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	24,861	25,100	25,165	24,689	25,211
Population Variance	-144	95	160	-316	206
	-0.6%	0.4%	0.6%	-1.3%	0.8%
Hispanic/Latino	46.9%	85.5%	85.4%	83.0%	70.6%
White	39.1%	6.9%	6.4%	6.0%	17.1%
Black/ African American	2.9%	2.2%	1.6%	1.4%	3.1%
American Indian/ Alaska Native	0.4%	0.2%	0.2%	0.2%	0.2%
Asian	6.3%	3.2%	4.8%	7.8%	6.1%
Native Hawaiian/ Other Pacific Islander	0.3%	0.3%	0.2%	0.2%	0.3%
Other	0.5%	0.3%	0.3%	0.3%	0.5%
Two or More Races	3.5%	1.4%	1.2%	1.2%	2.1%

Population 18 and Over (2020 Census)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	20,260	18,012	18,127	17,871	19,170
Hispanic/Latino	41.1%	82.8%	82.6%	80.6%	66.0%
White	44.6%	8.4%	7.9%	7.2%	20.3%
Black/ African American	3.1%	2.5%	1.8%	1.7%	3.5%
American Indian/ Alaska Native	0.4%	0.2%	0.2%	0.2%	0.3%
Asian	6.9%	4.0%	5.8%	8.8%	7.1%
Native Hawaiian/ Other Pacific Islander	0.3%	0.3%	0.2%	0.2%	0.3%
Other	0.6%	0.3%	0.3%	0.3%	0.6%
Two or More Races	3.1%	1.4%	1.2%	1.0%	2.0%

Citizens by Voting Age Population Estimate (2015-2019)					
	Trustee Area 1	Trustee Area 2	Trustee Area 3	Trustee Area 4	Trustee Area 5
Population	18,125	12,187	11,045	12,009	15,689
Hispanic/Latino	38.0%	71.9%	77.9%	70.6%	57.8%
White	48.8%	14.4%	10.6%	15.8%	25.6%
Black/ African American	3.8%	5.3%	2.7%	2.0%	4.7%
American Indian/ Alaska Native	0.1%	0.2%	0.0%	0.8%	0.3%
Asian	5.9%	6.9%	7.8%	8.7%	9.2%
Native Hawaiian/ Other Pacific Islander	0.4%	0.3%	0.1%	0.6%	0.1%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	2.9%	1.1%	0.9%	1.5%	2.4%

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 2022

Agenda Section: Section C: Consent Agenda

Enrollment Report (Aguilera-Fort)

District enrollment as of December 31, 2021 was 14,428. This is 690 less than the same time last year.

FISCAL IMPACT:

None.

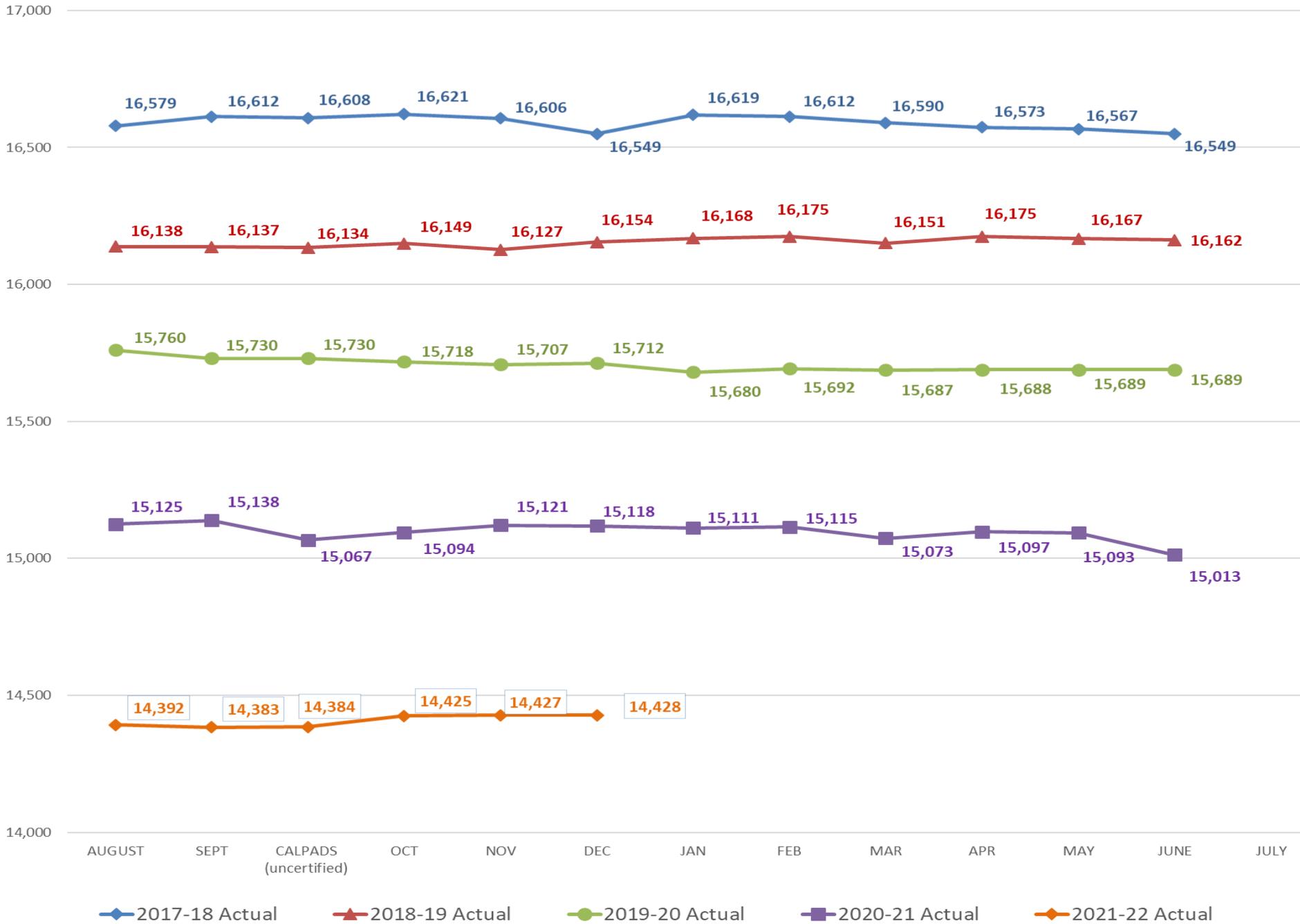
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph - Oxnard School District Enrollment History 2017-18 through 2021-22 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2017-18 through 2021-22 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 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 1.19.22 \(three pages\)](#)
[Certificated Personnel Actions 01192022 \(one page\)](#)

New Hire

Alonso, Geraldine	Office Assistant II, Position #10624 Marina West 8.0 hrs./203 days	12/13/2021
Alvarado, Karen	Office Assistant II, Position #9811 Budget & Finance 8.0 hrs./246 days	01/04/2022
Alvarado, Tiffany K.	Office Assistant II, Position #10536 Special Education 8.0 hrs./246 days	12/14/2021
De Jesus, Brenda	Office Assistant II, Position #10631 Sierra Linda 8.0 hrs./203 days	12/17/2021
Farin, Janice M.	Accounting Specialist III, Position #1593 Budget & Finance 8.0 hrs./246 days	12/13/2021
Figueroa, Ana G.	Preschool Assistant, Position #9594 Assessment & Accountability 3.0 hrs./183 days	12/13/2021
Guzman, Ivette	Preschool Assistant, Position #2657 Ritchen 3.0 hrs./183 days	11/29/2021
Mata, Maria G.	Language Assessment Technician, Position #8703 Enrollment Center 5.5 hrs./246 days	12/03/2021
Reyes, Nayeli T.	Office Assistant II, Position #10628 Ramona 8.0 hrs./203 days	12/07/2021
Webb, Diane T.	Paraeducator II, Position #10594 Harrington 5.75 hrs./183 days	12/16/2021

Limited Term/Substitute

Alfaro, Martha	Child Nutrition Worker (substitute)	12/09/2021
Alfaro, Ubaldo	Custodian (substitute)	12/08/2021
Amezcuca, Jaime E.	Custodian (substitute)	12/13/2021
Castellon, Reyna	Paraeducator (substitute)	12/07/2021
Gallegos Gaona, Lucina	Clerical (substitute)	12/13/2021
Godina, Sandra	Child Nutrition Worker (substitute)	12/14/2021
Hernandez Diaz, Maria D.	Child Nutrition Worker (substitute)	12/08/2021
Lopez, Angel A.	Custodian (substitute)	12/13/2021
Manzano, Julisa N.	Child Nutrition Worker and Language Assessment Technician (substitute)	12/14/2021
Rivera, Jessica L.	Clerical (substitute)	12/16/2021
Romero, Edward	Custodian (substitute)	12/01/2021

Exempt

Mireles, Lilibeth C.	AVID Tutor	12/15/2021
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Promotion

Gonzalez Jr., David C.	Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days Grounds Maintenance Worker I, Position #381 Facilities 8.0 hrs./246 days	11/30/2021
Reyes, Juan Carlos	Grounds Maintenance Lead, Position #10575 Facilities 8.0 hrs./246 days	12/05/2021

Grounds Maintenance Specialist, Position #7592
Facilities 8.0 hrs./246 days

Transfer

Castellanos, Jose D.	Paraeducator I, Position #10663 Driffill 8.0 hrs./183 days Paraeducator I, Position #9157 Driffill 3.167 hrs./183 days	12/16/2021
Zabala, Marietta A.	Technology Services Technician, Position #10728 Information Technology 8.0 hrs./246 days Technology Services Technician, Position #9935 Information Technology 8.0 hrs./221 days	12/17/2021

Voluntary Demotion

Oropeza, Rupert P.	Paraeducator I, Position #10661 Curren 8.0 hrs./183 days Paraeducator III, Position #2956 Curren 5.75 hrs./183 days	01/10/2022
Patron-LaFrance, Alicia	Office Assistant II, Position #10617 Marina West 8.0 hrs./203 days Payroll Technician, Position #9176 Budget & Finance 8.0 hrs./246 days	12/13/2021

Release from Probation

9408	Custodian, Position #10465 Facilities 8.0 hrs./246 days	11/24/2021
9739	Grounds Maintenance Worker I, Position #965 Facilities 8.0 hrs./246 days	12/10/2021

Termination – Job Abandonment

10483	Child Nutrition Worker, Position #1704 McKinna 5.0 hrs./185 days	01/04/2022
8749	Paraeducator – General Education, Position #7182 Marshall 1.5 hours/183 days	01/04/2022

Resignation

Albor, Silvia S.	Campus Assistant, Position #3123 Lemonwood 5.5 hrs./180 days	12/14/2021
Cervantes Godinez, Maria F.	Paraeducator II, Position #9766 Marina West 5.75 hrs./183 days	01/10/2022
Hernandez, Christina	Campus Assistant, Position #3060 Kamala 5.75 hrs./180 days	12/17/2021
Herrera, Alberto A.	Campus Assistant, Position #6660 Curren 5.75 hrs./180 days	12/03/2021
Martinez, Samuel	Plumber, Position #72 Facilities 8.0 hrs./246 days	12/31/2021
Meraz, Deseri R.	Paraeducator II, Position #2889 Fremont 5.75 hrs./183 days	12/03/2021

Samuel, Nidia M.	Speech Language Pathology Assistant, Position #7835 San Miguel 8.0 hrs./183 days	12/17/2021
Vasquez, Sylvia	Transportation Router/Scheduler, Position #1446 Transportation 8.0 hrs./246 days	01/07/2022
Velasquez Tellez, Mayra J.	Attendance Accounting Technician, Position #634 Driffill 8.0 hrs./210 days	12/31/2021

Retirement

Chaparro, Mary C.	Human Resources Technician, Position #1462 Classified Human Resources 8.0 hrs./246 days	12/31/2021
Gonzales, Linda	Child Nutrition Cafeteria Coordinator, Position #1282 Ritchen 8.0 hrs./189 days	12/31/2021
Maciel, Amparo R.	Child Nutrition Cafeteria Coordinator, Position #2173 Ritchen 8.0 hrs./189 days	01/01/2022

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Ciriani, Evangelina	School Psychologist	2021/2022 School Year
Jansen, Elise	Multiple Subject Teacher	2021/2022 School Year
Kaplan, Howard	SPED Teacher	2021/2022 School Year
Kashman, Eli	Assistant Principal	2021/2022 School Year
Lopez, Stephanie	Math Teacher	2021/2022 School Year
Morgan, Gloria	Intervention Specialist Provider	2021/2022 School Year
Murray, Jonathan	Assistant Principal	2021/2022 School Year
Melendez, Jasmine	SPED Teacher	2021/2022 School Year
Aguilera, Andrea	Substitute Teacher	2021/2022 School Year
Becerra Casillas, Sergio	Substitute Teacher	2021/2022 School Year
Cervantes, Jaqueline	Substitute Teacher	2021/2022 School Year
Delgado, Karen	Substitute Teacher	2021/2022 School Year
D'Incognito, Andrew	Substitute Teacher	2021/2022 School Year
Friday, Randi	Substitute Teacher	2021/2022 School Year
Garcia, Denise	Substitute Teacher	2021/2022 School Year
Herrera, Renee	Substitute Teacher	2021/2022 School Year
Jimenez Martinez, Haida	Substitute Teacher	2021/2022 School Year
Morales, Flores, Ricardo	Substitute Teacher	2021/2022 School Year
Jimenez, Jasmine	Substitute Teacher	2021/2022 School Year
Napoles, Victor	Substitute Teacher	2021/2022 School Year
Ordaz, Josue	Substitute Teacher	2021/2022 School Year
Sup Ahn, Jin	Substitute Teacher	2021/2022 School Year
Zavala, Olga	Substitute Teacher	2021/2022 School Year

Leave of Absence

Mason, Laura	Teacher	December 9, 2021 – June 17, 2022
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Resignation

Castaneda, Kenyn	School Nurse	December 17, 2021
Garcia, Cassandra	Teacher	December 17, 2021
Stevens, Linda	Teacher	January 28, 2022
Tiffany, June	Teacher	December 17, 2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 2022

Agenda Section: Section C: Consent Agenda

Establishment of Positions (Torres/Torres)

Establish

an eight-hour 246-day Secretary position number 10785 to be established in the Enrichment and Specialized Programs department. This position will be established to provide support for the Expanded Learning Opportunities Program (ELOP).

an eight-hour 246-day Translator position number 10786 to be established in the Special Education department. This position will be established to provide IEP translation support.

an eight-hour 246-day Translator position number 10787 to be established in the Special Education department. This position will be established to provide IEP translation support.

an eight-hour 246-day Translator position number 10788 to be established in the Special Education department. This position will be established to provide IEP translation support.

an eight-hour 246-day Translator position number 10789 to be established in the Special Education department. This position will be established to provide IEP translation support.

an eight-hour 183-day Paraeducator – Special Education position number 10798 to be established in the Special Education department. This position will be established to provide district-wide behavior support.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 10802 to be established at Brekke school. This position will be established to provide one-on-one support per student IEP.

FISCAL IMPACT:

Cost for 1 Secretary: \$79,718 General funds

Cost for 4 Translators: \$293,524 Special Education funds

Cost for 2 Paraeducators – Special Education: \$90,231 Special Education funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #21-168, Stephanie Hammer TK-8 Education Consulting (DeGenna/Shea)

Stephanie Hammer TK-8 Education Consulting will provide professional development, curriculum design, instructional coaching, and consultation services for the Oxnard School District to support the Expanded Learning Opportunity Program.

Term of Agreement: January 20, 2022 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$50,000.00 – ASES and ELO Program Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-168 with Stephanie Hammer TK-8 Education Consulting.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #21-168, Stephanie Hammer TK-8 Education Consulting \(1 Page\)](#)

**AGREEMENT/MOU #21-168 BETWEEN
STEPHANIE HAMMER TK-8 EDUCATION CONSULTING
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND SUPPORT**

The scope of this document is to define the roles and responsibilities of Stephanie Hammer TK-8 Education Consulting in trainings to support Expanded Learning Opportunities for students in Oxnard School District. The purpose is to train certificated, classified and contracted staff to support the Oxnard School District's Expanded Learning Opportunity Program and After School Education and Safety Grant in their after-school program.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and Stephanie Hammer TK-8 Education Consulting will work together toward promoting a quality activity for students. 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. **Stephanie Hammer TK-8 Education Consulting agrees to:**
 - a. Develop activities, curriculum and training for staff working with TK and K students before, during and after school.
 - b. Provide observation and support to staff implementing the activities.
 - c. Support OSD with other projects as related to literacy and early childhood.
 - d. Charge Oxnard School District as follows:
 - i. Full Day Training \$1,450
 - ii. Half Day Training \$750
 - iii. Curriculum Design and Development \$100 per hour
 - iv. Instructional Coaching \$125 per hour
 - v. Consultation meeting \$75 per hour
 - e. Submit any list of needed materials and supplies to OSD 2 weeks prior to the date needed. Send any materials that need to be copied to OSD 2 weeks prior to the date needed.
 - f. Establish a calendar of professional development and observations in partnership with OSD.
 - g. Maintain insurance coverage that meets the requirements of Oxnard School District.
 - h. Total program costs for professional development and design not to exceed \$45,000.00 and graphics and material costs not to exceed \$5,000.00 in reimbursement for a total of \$50,000.00.
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 materials to be purchased by OSD (not for reimbursement).
 - d. Support trainings through regular classroom visits by OSD administration to monitor implementation of new activities.
 - e. Pay Stephanie Hammer TK-8 Education Consulting for services and out of pocket costs for materials.

The Director, Enrichment and Special Programs, and Stephanie Hammer TK-8 Education Consulting shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented January 20, 2022 - June 30, 2022.

For the Oxnard School District

Lisa A. Franz, Director, Purchasing

Date

For Stephanie Hammer TK-8 Education Consulting

Stephanie B. Hammer, Owner

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Academic Agreement

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

Ventura County Arts Council will provide eight (8) Visual Arts Classroom Residencies, plus 1 Matching Scholarship Residency at Elm School, during the period of January 20, 2022 through June 30, 2022.

FISCAL IMPACT:

\$4,887.50 – S/C Intervention

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU 321-171, Ventura County Arts Council \(2 Pages\)](#)



Ventura County Arts Council

646 County Square Drive, Suite 154, Ventura, CA 93003-0436

(805) 658-2213 (805) 658-2281

education@vcartscouncil.org www.vcartscouncil.org

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

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

VCAC will:

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

Elm Elementary School – not to exceed \$4,887.50 (8 x \$575 = \$4,600.00 + 1 Matching Scholarship Residency @ \$287.50)
2. Disperse fees received by **VCAC** from **OSD** designated to pay the stipends to the Independent Contracted Artist/Instructors who submit a **VCAC** Invoice signed off by the **OSD** classroom teacher who requested the residency.
3. Name **OSD** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2018
4. **VCAC** agrees to defend, indemnify, and hold harmless **OSD**, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the **VCAC** or those of any of its officers, agents, employees, or subcontractors of **VCAC**, whether such act or omission is authorized by this Agreement or not. **VCAC** shall also pay for any and all damage to the Real and Personal Property of the **OSD**, or loss or theft of such Property, done or caused by such persons. **OSD** assumes no responsibility whatsoever for any property placed on **OSD** premises by **VCAC**, **VCAC**'s agents, employees or subcontractors. **VCAC** further hereby waives any and all rights of subrogation that it may have against the **OSD**. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the **OSD** or any of its officers, agents, employees, and/or volunteers.

OSD will:

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



Ventura County Arts Council

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

Page 1 of 2

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

5. OSD agrees to defend, indemnify, and hold harmless VCAC, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the OSD or those of any of its officers, agents, employees, or subcontractors of OSD, whether such act or omission is authorized by this Agreement or not. OSD shall also pay for any and all damage to the Real and Personal Property of the VCAC, or loss or theft of such Property, done or caused by such persons. VCAC assumes no responsibility whatsoever for any property placed on VCAC premises by OSD, OSD’s agents, employees or subcontractors. OSD further hereby waives any and all rights of subrogation that it may have against the VCAC. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the VCAC or any of its officers, agents, employees, and/or volunteers.

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

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

Lisa A. Franz, Director, Purchasing

Date

Deby Tygell, VCAC

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #20-95 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

At the Board meeting of December 16, 2020, the Board of Trustees ratified service agreements with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to two (2) special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount of \$80,702.86.

Amendment #1, in the amount of \$9,230.86, is required to adjust the total cost through June 30, 2021 for student #JM111710, for a new total agreement amount of \$89,933.72.

FISCAL IMPACT:

\$9,230.86 – 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 #20-95 with VCOE for Paraeducator services in the amount not to exceed \$9,230.86.

ADDITIONAL MATERIALS:

Attached: [Amendment #1, Ventura County Office of Education \(1 Page\)](#)
[Agreement #20-95, Ventura County Office of Education \(2 Pages\)](#)



AMENDMENT TO AGREEMENT

November 15, 2021

Oxnard School District
 Agreement # OX100A-20/21

School Attending: Dwire School

JM111710

Amendment to Special Circumstance services as specified below:

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

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

Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

6. The term of this contract shall begin **7/1/2021** (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: 2020-2021	UPCOMING: 2021-2022
	10/2/2020-6/10/2021	(ESY: 7/1/2021-7/9/2021)
	(ESY: 6/14/2021-6/30/2021)	8/19/2021-10/7/2021

Original estimated cost: \$ 39,051.94
 Increased Amount: \$9,230.86
Revised Total of Estimated Cost: \$ 48,282.80

Requested by: [Signature]
 Special Education Authorized Representative

Date: 11.16.2021

Approved by: _____
 VCOE Business Services Representative

Date: _____

Accepted by: _____

Date: _____

Title: Director, Purchasing



For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **October 26, 2020** 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.

1. This agreement pertains to providing exceptional service(s) for, IO111109, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes and during transportation for 60 minutes for a total of 390 minutes daily. ESY will be calculated at 240 minutes a day for classroom and 60 minutes for transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/26/2020 (IEP date~10/8/2020) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> <u>10/26/2020-6/10/2021</u> (ESY: <u>6/14/2021-6/30/2021</u>)	UPCOMING: <u>2021-2022</u> (ESY: <u>7/1/2021-7/9/2021</u>) <u>8/18/2021-10/8/2021</u>
ESTIMATED COSTS	\$ <u>41,650.92</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 41,650.92



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 2, 2020** 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.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **10/2/2020** (IEP date~) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	UPCOMING: <u>2021-2022</u>
	10/2/2020-06/10/2021 (ESY: 6/14/2021-6/30/2021)	(ESY: 7/1/2021-7/9/2021) 8/19/2021-10/7/2021
ESTIMATED COSTS:	\$ <u>39,051.94</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 39,051.94

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #20-135 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)

At the Board meeting of March 17, 2021, the Board of Trustees ratified service agreements with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to two (2) special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount of \$42,211.05.

Amendment #1, in the amount of \$4,367.84, is required to adjust the total cost through June 30, 2021 for student #OL083008, for a new total agreement amount of \$46,578.89.

FISCAL IMPACT:

\$4,367.84 – 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 #20-135 with VCOE for Paraeducator services in the amount not to exceed \$4,367.84.

ADDITIONAL MATERIALS:

Attached: [Amendment #1, Ventura County Office of Education \(1 Page\)](#)
[Agreement #20-135, Ventura County Office of Education \(2 Pages\)](#)



AMENDMENT TO AGREEMENT

November 15, 2021

Oxnard School District
 Agreement # OX72B-20/21

School Attending: Foster Middle School



OL083008

Amendment to Special Circumstance services as specified below:

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

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

Paraeducator performing special circumstance support throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

6. The term of this contract shall begin 7/1/2021 (IEP date~2/3/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

[FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> 2/6/2021-6/17/2021 (ESY: 6/21/2021-6/30/2021)	UPCOMING: <u>2021-2022</u> (ESY: 7/1/2021-7/16/2021) 8/18/2021-2/3/2022]

Original estimated cost: \$ 21,396.79
 Increased Amount: \$4,367.84
Revised Total of Estimated Cost: \$ 25,764.63

Requested by: [Signature]
 Special Education Authorized Representative

Date: 11.16.2021

Approved by: _____
 VCOE Business Services Representative

Date: _____

Accepted by: _____

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 6, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

OL083008

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/6/2021 (IEP date~2/3/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	<u>UPCOMING: 2021-2022</u>
	<u>2/6/2021-6/17/2021</u> (ESY: <u>6/21/2021-6/30/2021</u>)	<u>(ESY: 7/1/2021-7/16/2021)</u> <u>8/18/2021-2/3/2022</u>
ESTIMATED COSTS:	\$ <u>21,396.79</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 21,396.79



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 7, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JB080313

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/7/2021** (IEP date~2/4/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	UPCOMING: <u>2021-2021</u>
	2/7/2021-6/10/2021 (ESY: 6/14/2021-6/30/2021)	(ESY: 7/1/2021-7/9/2021) 8/18/2021-2/4/2022
ESTIMATED COSTS:	\$ <u>20,814.26</u>	+ \$ <u>TBD</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 20,814.26

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Amendment #2 to Agreement/MOU #21-09 – Hip Hop Mindset (DeGenna/Shea)

At the Board Meeting of June 2, 2021, the Board of Trustees approved Agreement/MOU #21-09 with Hip Hop Mindset, to provide dance instruction in our summer and after school programs in the amount of \$60,000.00.

At the Board Meeting of November 3, 2021, the Board of Trustees approved Amendment #1, in the amount of \$145,000.00, to add additional dance instructors at each of our schools to serve more students, for a new total agreement amount of \$205,000.00.

Amendment #2, in the amount of \$767,360.00, is required to continue Hip Hop Dance Instruction at each of our schools' afterschool programs through the end of the 2021-2022 school year, for a new total agreement amount of \$972,360.00.

FISCAL IMPACT:

\$767,360.00 – 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 ratify Amendment #2 to Agreement/MOU #21-09 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Amendment #2, Hip Hop Mindset \(1 Page\)](#)
[Amendment #1, Hip Hop Mindset \(1 Page\)](#)
[Agreement-MOU #21-09, Hip Hop Mindset \(2 Pages\)](#)

**Amendment #2 to Agreement #21-09 with
Hip Hop Mindset
January 19, 2022**

At the Board Meeting of June 2, 2021, the Board of Trustees approved Agreement #21-09 with Art Trek, Inc., to provide dance instruction in our summer and after school programs in the amount of \$60,000.00.

At the Board Meeting of November 3, 2021, the Board of Trustees approved Amendment #1, in the amount of \$145,000.00, to add additional dance instructors at each of our schools to serve more students, for a new total agreement amount of \$205,000.00.

Amendment #2, in the amount of \$767,360.00, is required to continue Hip Hop Dance Instruction at each of our schools' afterschool programs through the end of the 2021-2022 school year, for a new total agreement amount of \$972,360.00.

HIP HOP MINDSET.:

By: _____
William Venegas

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

COPY

**Amendment #1 to Agreement #21-09 with
Hip Hop Mindset
November 3, 2021**

At the Board Meeting of June 2, 2021, the Board of Trustees approved Agreement #21-09 with Hip Hop Mindset, to provide dance instruction in our summer and after school programs in the amount of \$60,000.00.

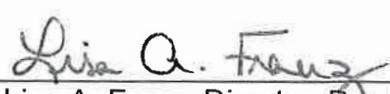
Amendment #1, in the amount of \$145,000.00, is required to add additional dance instructors at each of our school sites to serve more students. This increase in funds will provide additional staff to the after school program, for a new total agreement amount of \$205,000.00.

HIP HOP MINDSET:

By: 
William Venegas

Date: 10/25/21

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 11-4-2021

**Agreement/Memorandum of Understanding and Responsibility #21-09
Between Oxnard School District and
Hip Hop Mindset**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset, (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting a quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

I. Consultant

A. Curriculum

1. Consultant will staff and provide hip hop dance instruction at schools in Oxnard School District.
2. Consultant will provide videography and video instruction at schools in Oxnard School District.
3. Consultant will have staff sign into the school office as a visitor and check in with the office manager.

B. Fees

1. Total cost of program will not exceed \$60,000.00 including supplies and materials purchased by Consultant or District.
 - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.
 - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2021.
2. Hourly fees will be charged at \$80 an hour.

C. Insurance and Clearance Requirements

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.

II. Oxnard School District agrees to:

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support Hip Hop Mindset with live scan fingerprinting
- D. Pay Hip Hop Mindset as outlined above.

William Venegas will monitor this agreement to oversee implementation of project activity in coordination with the Manager of Enrichment & Special Programs. This Agreement/Memorandum of

Understanding and Responsibility shall be effective upon signature and Board approval. The Agreement/MOU will be in effect for the period of July 1, 2021 to June 30, 2022.

APPROVAL:

HIP HOP MINDSET:



Signature

William Venegas

Typed Name/Title

5/18/21

Date

OXNARD SCHOOL DISTRICT:



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

6-7-2021

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #21-43 - Ventura County Office of Education (DeGenna/Ruvalcaba)

At the Board meeting of June 23, 2021, the Board of Trustees approved Agreement #21-43 with VCOE Migrant Education, to reimburse Oxnard School District for any supplementary services provided by the District for eligible migrant education program students and/or eligible migrant education program parents.

Amendment #1 replaces/updates the original agreement between VCOE and Oxnard School District, and identifies reimbursable expenses in the not to exceed amount of \$18,000.00, for the original term of July 1, 2021, through June 30, 2022.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-43 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Amendment #1, Ventura County Office of Education \(2 Pages\)](#)
[Agreement #21-43, Ventura County Office of Education \(2 Pages\)](#)

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

The purpose of this Memorandum of Understanding is between the Ventura County Office of Education (“VCOE”) and Oxnard Elementary School District, hereafter called “the district,” relative to the Migrant Education Program (MEP). This memorandum sets forth the mutual roles that will be the means by which VCOE and Oxnard Elementary School District will create and maintain a collaborative relationship to ensure the timely and successful implementation of the Migrant Education Program.

Timeline:

This MOU shall be effective from July 1, 2021, through the June 30, 2022

The Region agrees to:

1. Reimburse the District upon receipt of an invoice with relevant receipts for any supplementary services (transportation/custodial) with prior written approval by the Region provided by the District for eligible migrant education program students and/or eligible migrant education program parents.
2. Verify eligibility of students and parents by an official State approved Certificate of Eligibility.
3. Provide relevant training for the District staff, classified and/or certificated working directly or indirectly with eligible migrant students.
4. Provide necessary forms and documents in the provision of the Migrant Education Program Supplementary Services.
5. Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary providing there are funds currently available.
6. Provide supplementary educational services to eligible migrant students and focus on Priority for Service and At-Risk eligible migrant students whenever possible.

The district agrees to:

1. Submit a quarterly invoice with the appropriate supportive documentation to the Region for reimbursement for costs specific to transportation and custodial supplementary services only provided to eligible migrant students. Not to exceed **\$ 18,000.00** for both Summer School Migrant Program and the Regular School Year Migrant Program.
2. Provide appropriate facilities for both the Summer School Migrant Program and the Regular School Year Migrant Program.
3. Provide relevant student and/or parent information in order to determine eligibility and/or participate in educational events.
4. Submit the final Q4 invoice with an annual expenditure report from their financial system, along with a formal invoice to the VCOE no later than July 20th of each fiscal year. Please separate transportation and custodial cost.

VCOE and Oxnard Elementary School District each recognizes and accepts that the other party is a public agency and is self-insured for workers' compensation coverage. Oxnard Elementary School District participates in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for general liability, and property coverage under the VCSSFA self-insurance programs.

VCOE and Oxnard Elementary School District each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

Please submit your invoice to Teresa Guerra and Sonia Magaña at the email addresses below:

Teresa Guerra
Migrant Education Curriculum Specialist
805-383-9359
tguerra@vcoe.org

Sonia Magaña
Accountant/Internal Auditor
805-383-1940
smagana@vcoe.org

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012

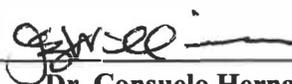
Oxnard Elementary School District
1051 South "A" Street
Oxnard, CA 93030

For the Oxnard Elementary School District

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education, Educational Services Branch



Dr. Consuelo Hernandez Williams, Associate Superintendent

10/28/21

Date



Lisa Cline, Executive Director of Business Services

11-1-21

Date

010-5800-3060-0-4850-1000-000-310-3309-0

\$11,700.00

ENCUMBERED

010-5800-3060-0-4850-2100-000-310-3301-0

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\$6,300.00



VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

OSD AGREEMENT #21-43

Letter of Agreement Between

Migrant Education Program, Region 17, Ventura County Office of Education And Oxnard Elementary School District

This is a Letter of Agreement to provide supplementary educational services for eligible students in the Migrant Education Program is between the Migrant Education Program, Region 17, Ventura County Office of Education, hereinafter referred to as the Region and Oxnard Elementary School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2021, to June 30, 2022 inclusive.

The Region agrees to:

- 1.0 Reimburse the District upon receipt of an invoice with relevant receipts for any supplementary services with prior approval by the Region provided by the District for eligible migrant education program students and/or eligible migrant education program parents.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter employed by the Region to identify and recruit all potential migrant students and/or parents.
- 5.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 6.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 7.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are funds currently available.
- 8.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.

- 9.0 Provide supplementary educational services to Priority For Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students, whenever possible.

The District agrees to:

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 Provide appropriate educational facilities for both the summer school program and the regular school year program.
- 3.0 Provide relevant student and/or parent information in order to determine eligibility and/or participate in educational events.

TERMINATION:

Either party, in writing, may terminate this Letter of Agreement at any time upon 30 days' written notice to the other Party.

REVISION/AMENDMENT:

This Letter of Agreement may be revised and/or amended by mutual agreement of both parties at any time during the duration of the agreement.

IDEMNIFICATION/HOLD HARMLESS:

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Letter of Agreement by their signatures affixed below.

Oxnard Elementary School District
1051 South "A" Street
Oxnard, California 93030

Migrant Education Program
Region 17
Ventura County Office of Education
5189 Verdugo Way
Camarillo, California 93012

By: Lisa A. Franz 6/28/2021
Signature of District Designee
Lisa A. Franz, Director
Print Name, Title, and Date

By: Dr. Joe I. Mendez 6/30/2021
Signature of Regional Director
Dr. Joe I. Mendez, Director
Print Name, Title, and Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 2022

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #21-167, A.T. Still University – Arizona School of Health Sciences (Torres/Batista)

The Oxnard School District shall provide safe facilities and environment for practical learning and/or clinical experiences to A.T. Still University – Arizona School of Health Sciences (ASHS) students. The District shall provide opportunities for observation and supervised practical experience conducive to the learning process of the student, and meeting of the stated learning objects. ASHS shall coordinate with the District to make learning experiences available to enrolled students and serve as liaison with District representative(s) when necessary.

Term of Agreement: November 22, 2021 through June 30, 2024

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-167 with A.T. Still University – Arizona School of Health Sciences.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-167, A.T. Still University - Arizona School of Health Sciences \(3 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (“Agreement”) is entered into this 22 day of November, 2021 by and between A.T. Still University of Health Sciences (“ATSU”), by and through its Arizona School of Health Sciences (“ASHS”) located at 5850 E. Still Circle, Mesa, Arizona 85206, and Oxnard School District (Provider”), whose principal place of business is located at 1051 S A St., Oxnard, CA 93020. Both ASHS and Provider will sometimes be referred to herein individually as “Party” or collectively as “Parties”.

Purpose and Participating Programs. The purpose of this Agreement is to define each Party’s roles and responsibilities related to the clinical education of qualified ASHS students (“Students”) in the programs of Audiology, Occupational Therapy, Physician Assistant, Physical Therapy and Speech Language Pathology.

1. **Duties of ASHS.** Prior to assigning Students to Provider, ASHS shall:
 - a. ASHS, through its designated representative(s), shall coordinate with Facility, through its designated representative(s), to make learning experiences available to enrolled students and serve as liaison with Facility representatives(s) when necessary;
 - b. Recommend for rotation only those Students who have successfully completed all necessary requirements of ASHS educational program and any appropriate professional requirements;
 - c. Assist Provider in orienting Students to applicable policies and procedures provided by Provider to Students, and to such other policies, procedures, rules and regulations as ASHS deems appropriate;
 - d. Before the beginning date of each Student’s rotation, provide Provider with records of immunizations required by ASHS, background check verification, if requested, evidence of health insurance from each Student and other pertinent information about each Student to be on rotation, as Provider may reasonably request;
 - e. Advise Students to maintain the confidential nature of all information which may come to them with regard to patients and Provider records during their rotation at Provider
2. **Duties of Provider.** During the term of this Agreement Provider shall:
 - a. Provide safe physical facilities and environment for practical learning and/or clinical experiences to Students on rotation at Provider subject to Provider’s primary responsibility for care to its patients;
 - b. Provide learning experiences under the supervision of qualified personnel who (1) meet the standards of recognized professional accrediting agencies or state regulatory agencies (2) are licensed and/or certified to practice in the respective allied health profession and (3) support the philosophy and the stated objectives of the educational program. Facility shall be responsible for assigning clinical instructors for each student in accordance with professional standards;
 - c. Provide, when necessary, available work area and locker space for students;
 - d. Provide, as appropriate, time for the designated clinical educators for attending meetings and conferences called by ASHS as part of its educational program;
 - e. Provider shall cooperate in formally evaluating students in consonance with the educational objectives and procedures, which have been jointly arranged;
 - f. Provide ASHS and Students with any applicable policies and procedures of Provider and inform ASHS and Students of any new applicable procedures and/or policies or any changes in procedures and/or policies which may affect the rotations described herein;
 - g. Provider shall provide opportunities for observation and supervised practical experience conducive to the learning process of the student and the meeting of the stated learning objectives in its facility(s), patient units, clinics, laboratories, classrooms and other selected departments or subjects as applicable.

3. **Delegation.** Provider shall not delegate to persons or entities not affiliated with Provider all or any part of the work to be performed under this Agreement unless the persons or entities are able to fulfill the obligations under this Agreement. In instances where Provider delegates its duties under this Agreement to persons or entities not affiliated with Provider, such delegate shall be an agent of Provider.
4. **Termination of Student Rotation.** Upon the reasonable request of Provider, ASHS shall remove a Student from rotation if Provider deems a Student poses a threat or danger to patients; *provided, however*, Provider shall provide with such request in writing and allow ASHS a reasonable time to effectuate such removal.
5. **Insurance.**
 - a. For Students on rotation at Provider pursuant to this Agreement, University or Student shall obtain and maintain in full force and effect for each Student assigned to Provider, professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Professional liability coverage provided by the University does not cover nor defend for malpractice outside the United States.
 - b. Provider shall maintain in full force and effect throughout the term of this Agreement: (1) professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate (2) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and, (3) workers' compensation insurance as required by law.
 - c. It is understood that the insurance coverage required by this Section 5 shall be a continuing obligation and condition of this Agreement. University and Provider shall, respectively, be responsible for satisfying any of its own deductible of self-insured retention.
6. **Indemnification.** Each Party to this Agreement shall indemnify and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees, officers, agents and employees against any and all damages, losses, costs and expenses (including reasonable attorneys' fees) incurred in connection with claims or demands for injury or damage arising from or caused by the indemnifying Party's negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement.
7. **Educational Records.** The designated program of ASHS shall maintain the educational records and information related to the student of the University. Provider shall assist ASHS as may be reasonably necessary so that the designated program of ASHS may comply with such laws, rules, and regulations relating to educational programs.
8. **Term and Termination.** The term of this Agreement shall be for a period of three (3) years commencing on the date first above written and continuing until the third (3rd) anniversary thereafter. Either Party may terminate this Agreement without cause at any time upon ninety (90) days' written notice of the intended date of termination. Students on rotation at the time of termination shall be given an opportunity to complete their rotation. Non-assignment of students to Provider for any given rotation shall not affect the continuation of this agreement.
9. **Notices.** Every notice required or contemplated by this Agreement by either Party may be delivered in person, by courier, fax, email, express, certified or registered mail, addressed to the Party for whom it is intended, at the address specified above. Either Party may change its address by giving notice to the other Party of the change.
10. **Nondiscrimination.** ASHS and Provider shall not discriminate against any individual on the basis of race, color, religion, ethnicity, national origin, sex (including pregnancy), gender, sexual orientation, gender identity, age, disability, veteran status, or any other status protected by applicable law.
11. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Students shall not be considered servants, agents, or employees of Provider nor University but rather student trainees who do not replace Provider employees and who are not covered by Provider's or University's Social Security, Workers' Compensation or Unemployment Compensation.
12. **Emergency Care.** In the event of accidental injury or illness of any Student, University Coordinator or faculty member, Provider shall, upon request, provide emergency care at Provider, but Provider shall not be responsible for follow-up care or costs incurred in providing such care.

13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona.
14. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Parties and their respective successors, heirs, assigns and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning Party.
15. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representatives between the Parties, either oral or written, relating to the subject matter of this Agreement which are not expressly set forth herein are of no force or effect.
16. **Modification.** Any modifications of amendments hereto must be agreed to by both Parties in writing and shall become effective on the date stated therein.
17. **HIPAA and FERPA.** All services provided by Provider shall be provided in accordance with professional standards and all applicable federal, state or local governmental laws and regulations, and in accordance with those applicable standards of the Joint Commission on Accreditation of Healthcare Organizations. During the term(s) of this Agreement, the Parties shall take such actions, including revising this Agreement, as necessary or advisable to comply fully with all laws, rules, regulations applicable to the performance of this Agreement, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Records and Privacy Act (FERPA).
18. **Representations.** Each Party to this Agreement represents that: (1) it is not currently excluded, or threatened with exclusions, from participating in any federal or state funded health care program, including Medicare, Medicaid, and Champus/Tricare; and (2) it has never been subject to any sanctions by any of the aforementioned programs. Each Party shall notify the other of any imposed exclusions or sanctions covered by this representation and the notified Party reserves the right to terminate the Agreement immediately upon receipt of such notice.
19. **Authority to Execute Contract.** Individuals executing this Agreement on behalf of the Parties represent and warrant that they have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and date first above written.

OXNARD SCHOOL DISTRICT

**A.T. STILL UNIVERSITY OF HEALTH SCIENCES-
ARIZONA SCHOOL OF HEALTH SCIENCES**

By: _____

Printed Name: Lisa A. Franz

Title: Director of Purchasing

Date: _____

By: _____

Ann Lee Burch, PT, MPH, EdD.

Dean & Associate Professor

Date: _____

Please check if this agreement covers multiple sites/hospitals & provide a list.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2022

9/28/2021

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 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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1475732 A.T. Still University of Health Sciences 800 W. Jefferson St. Kirksville MO 63501	INSURER A: The Cincinnati Insurance Company		10677
	INSURER B: Evanston Insurance Company		35378
	INSURER C: Accident Fund Insurance Co of America		10166
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 16701134

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	ETD 0476122	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> 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	N	N	ETD 0476122	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ETD 0476122	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	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	N/A	1400020946	10/1/2021	10/1/2022	<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
B	Specified Medical Professions - Professional Lia	N	N	SM941577	8/1/2021	5/1/2022	Occurrence: \$1,000,000 Aggregate: \$5,000,000 Retro Date: 8/1/1998

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

CERTIFICATE HOLDER
 16701134
 For Informational Purposes Only
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-169 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

Oxnard School District agrees to organize a team to participate in Peer Leading and Learning (PLLN) meetings with other participating districts, communicate regularly with the Community Engagement Initiative, respond to all research inquiries, share resources developed through their participation in the initiative with other districts, and provide meeting space at a District school site or nearby location if there is a return to in person meetings.

Term of the Agreement: September 1, 2021 through June 30, 2022

FISCAL IMPACT:

Funding for this project will be provided to the Oxnard School District from the California Collaborative for Educational Excellence, up to the amount of \$30,000.00.

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-169 with the California Collaborative for Educational Excellence.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-169, California Collaborative for Educational Excellence \(9 Pages\)](#)

2021-22 COMMUNITY ENGAGEMENT INITIATIVE PEER LEADING AND LEARNING NETWORK (PLLN) AGREEMENT

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and Oxnard School District (“DISTRICT”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as “PARTIES.”

Background

The Community Engagement Initiative (“CEI”) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 (“AB 1808”), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the California Collaborative for Educational Excellence, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications (“RFA”), the California Department of Education (“CDE”) and the CCEE, with approval from the executive director of the State Board of Education (“SBE”) selected the San Bernardino County Superintendent of Schools (“SBCSS”), Families in Schools (“FIS”), and the California Association for Bilingual Education (“CABE”) as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to coadminister the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities

consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and cofacilitate a professional learning network for no less than three years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

The goals of this first professional learning network, pursuant to AB 1808, are to accomplish the following:

- Deepen the community engagement of the school districts and communities participating in the professional learning network.
- Define common characteristics and best practices of communities where engagement between communities, pupils, schools, and school districts is strong.
- Identify and test metrics for measuring increases in community engagement.
- Develop a protocol for facilitating future professional learning networks to help other communities and school districts improve and deepen their interactions.
- Develop criteria for selecting other teams that would benefit from and be successful in improving community engagement.
- Create capacity within each team to cofacilitate a future CEI professional learning network.

After a competitive application process, teams from six school districts across California were selected to participate in the CEI’s inaugural Peer Leading and Learning Network (“PLLN”). The teams, including DISTRICT, represented the following school districts:

- Anaheim Union High School District
- Azusa Unified School District
- Cajon Valley Union School District
- East Side Union High School District
- Ontario-Montclair School District
- Oxnard School District

In the 2021-22 fiscal year, teams from five of the above school districts will continue with the CEI PLLN.

The PARTIES hereby agree as follows:

SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be Enforced by DISTRICT

A. Peer Leading and Learning Network. DISTRICT agrees to participate in the Cohort 1 PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:

- Organizing a team to continue to participate in the Cohort 1 PLLN through June 30, 2022, with a minimum of eight meetings per year (five PLLN Network meetings and three PLLN

collaborative meetings). The PLLN meetings will be organized on behalf of districts in Cohort 1, but the three PLLN collaborative meetings will be self-guided by the district. DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all 2021-22 DISTRICT TEAM MEMBERS no later than September 15, 2021. All DISTRICT TEAM MEMBERS shall participate in all PLLN meetings.

- If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.
- If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or this AGREEMENT should be terminated. If DISTRICT TEAM misses two meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
- Each DISTRICT TEAM is responsible for organizing, planning, and holding three PLLN collaborative meetings that mimic, the breadth, depth, topics and time commitment of the five PLLN Network meetings.
- Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to, all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
- Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to, surveys and reflection documents.
- Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any PLLN meeting.
- Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.
- Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
- Partnering with other communities and school districts on improving community engagement.
- Actively supporting the mission, vision, values and goals of the PLLN.

- Keeping DISTRICT’s governing board regularly informed of the DISTRICT’s engagement in the PLLN.
 - Providing meeting space, if we return to in-person meetings, at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant
- B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.
- C. Assignment. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.
- D. Conflict of Interest. DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.
- E. Non-Discrimination. Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

- F. Insurance Requirements. Contractor shall, at Contractor's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by Contractor and Contractor's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section F is sufficient to protect Contractor for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure Contractor's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

- G. Invoicing. To defray some of the costs of DISTRICT TEAM MEMBERS, including parents, guardians, students, and other non-district employees on the TEAM, participating in the Cohort 1 PLLN meetings, DISTRICT may submit quarterly invoices and supporting documents via email to the CCEE Fiscal Analyst at ap_ccee@ccee-ca.org pursuant to Section II below. Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the meetings completed during that quarter. Notwithstanding the 30-day deadline, the initial invoice may be for all deliverables completed between July 1, 2021, and September 30, 2021, may be submitted no later than October 31, 2021. The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the DISTRICT. No payments will be made to the DISTRICT after this period.

Each invoice shall be accompanied by

- (1) Agenda(s) for the Cohort 1 PLLN meeting(s) held in the relevant quarter; and
- (2) Completed sign-in sheets for the Cohort 1 PLLN meeting(s), including the signatures of all participants.

The invoice shall state the total amount for the invoice. If requested by Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

SECTION II: Privileges and Obligations of CCEE/Administrative Agent

- A. Funding. In accordance with the invoicing provisions and requirements set forth in Section I(G) above, CCEE/Administrative Agent shall provide DISTRICT up to \$30,000, for satisfactory participation in the 2021-22 Cohort 1 PLLN meetings (\$3,750 per meeting) any additional lodging expenses related to in person meetings will be covered by the CCEE/Administrative Agent. DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT. Associated costs of services (e.g., travel, copying, and printing) shall be borne by DISTRICT or

DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses. In no event shall the total payment(s) to Contractor under this Agreement exceed \$30,000. It is agreed between the Parties that this total amount may only be amended in writing by mutual agreement of the Parties.

- B. Content License. CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION III: Further agreement by all PARTIES

- A. Term. The term of this AGREEMENT shall be from September 1, 2021 through June 30, 2022.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT's exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT, but will provide DISTRICT with a statement of payments upon request if necessary.
- D. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.
- E. Termination. Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.
- F. Waiver of Default. Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- G. Force Majeure.

1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.
 2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.
- H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Administrative Agent/CCEE's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.

- I. Notices. All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

<u>DISTRICT</u>	<u>CCEE</u>	<u>Administrative Agent</u>
Oxnard School District Attn: Teresa Ruvalcaba 1051 S. A Street Oxnard, CA 93030 truvalcaba@oxnardsd.org	California Collaborative for Educational Excellence Attn: Emma Oh 915 L Street, Suite 1430 Sacramento, CA 95814 ap_ccee@ccee-ca.org	Marin County Office of Education Attn: Gina Murphy-Garrett 1111 Las Gallinas Avenue San Rafael, CA 94903 gmurphygarrett@marinschools.org

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this

AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.

- K. Litigation Costs. Except as otherwise provided in this AGREEMENT, if any PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each DISTRICT involved in the dispute. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- M. Authority to Enter into Agreement. Each Party to this AGREEMENT warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.
- N. Entire Agreement/Amendment. This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this AGREEMENT. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
- O. Counterparts and Electronic Signatures. This AGREEMENT may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Terena Mares, Deputy Superintendent

Address: 1111 Las Galinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matt Navo, Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Sujie Shin, Deputy Executive Director

Address: 915 L Street, Suite 1430

City: Sacramento State: CA Zip Code: 95814

DISTRICT

Signature: _____ Date: _____

Printed Name and Title: Lisa A. Franz, Director, Purchasing

Address: 1051 South A Street

City: Oxnard State: CA Zip Code: 93030

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-170 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

Oxnard School District will provide two facilitators who will work in close collaboration with Community Engagement Initiative (CEI) Lead Agency Facilitators to develop a meeting calendar, attend all meetings, plan professional development activities for Cohort II districts, host and facilitate meetings virtually or in person to improve community engaging efforts in participating districts, and complete meeting surveys and reflection documents as requested.

Term of the Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Funding for this project will be provided to the Oxnard School District from the California Collaborative for Educational Excellence, up to the amount of \$60,000.00.

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-170 with the California Collaborative for Educational Excellence.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-170, California Collaborative for Educational Excellence \(10 Pages\)](#)

OSD AGREEMENT #21-170

2021-22 COMMUNITY ENGAGEMENT INITIATIVE DISTRICT FACILITATION CONTRACT

This CONTRACT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the Oxnard School District (OSD) (“CONTRACTOR”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and CONTRACTOR shall be referred to collectively as “PARTIES.”

SECTION I: Purpose

The Community Engagement Initiative (“CEI”) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 (“AB 1808”), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the California Collaborative for Educational Excellence, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Beginning in the 2019-20 fiscal year, the Lead Agencies for the CEI, San Bernardino Superintendent of Schools (SBCSS), Families in Schools (FIS) and the California Association of Bilingual Education (CABE) collaboratively coadministered CEI as set forth in their CEI Administration Agreement. Their related responsibilities and duties included selecting six geographically diverse teams to participate in a Peer Leading and Learning Network (“PLLN”) in 2019-20. These teams were to represent a different region of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. For the 2020–21 and 2021–22 fiscal years, the SBCSS, FIS and CABE shall convene five professional learning networks. Each of these professional learning networks shall include as cofacilitators members of a team that participated in the first professional learning network. The district facilitator teams are comprised of the following districts:

- **Anaheim Union High School District (AUHSD)**

- **Azusa Unified School District (AUSD)**
- **Cajon Valley Union School District (CVUSD)**
- **Ontario-Montclair School District (OMSD)**
- **Oxnard School District (OSD)**
- **Tulare County Office of Education (TCOE)**
- **Shasta County Office of Education (SCOE)**

Each of these professional learning networks shall do both of the following:

- Deepen the community engagement of the school districts and communities participating in each professional learning network, including by engaging in the protocol developed by the first professional learning network.
- Use the metrics developed by the first professional learning network to measure changes in community engagement in each of the participating communities and school districts.

SECTION II: Privileges and Obligations of CONTRACTOR and FACILITATORS, to be enforced by CONTRACTORS

- A. CONTRACTOR agrees to provide 2-3 individuals to serve as FACILITATORS of the 2021-22 CEI PLLN. Each of the six meeting cycles of the CEI PLLN during 2021-22 shall be facilitated by at least one of these named individuals.
- B. FACILITATORS shall do all of the following:
 - Determine, in collaboration with CEI Lead Agency Facilitators and CCEE staff, a schedule of CEI PLLN meetings every 4-6 weeks, with the first meeting commencing no later than October 1, 2021, and the last meeting commencing no later than June 1, 2022. Provide the meeting schedule by November 9, 2021. Date changes may be made so long as CEI PLLN meetings are held every 4-6 weeks. Notice of any date change shall be provided no later than two days after the change is made.
 - Collaborate with other CEI PLLN Facilitators, develop plans and curricula meetings, and share those plans and curricula with CCEE staff and CEI PLLN Facilitators based on provided timelines (to be finalized during CEI PLLN Facilitator meeting). All CEI PLLN curriculum will be developed by CEI PLLN Facilitators, in collaboration with CCEE. CEI PLLN Facilitators will engage in at least 6 plan and curricula generation meetings with CCEE from August 15, 2021 to June 30, 2022, with regular planning and curricula deliverables due based on established timelines for 2021-22.

- Host and facilitate six CEI PLLN meetings using the plans and curricula created by the CEI PLLN Facilitators/CCEE team, addressing improving community engagement efforts in participating LEAs.
 - Between each CEI PLLN meeting, check-in with all CEI PLLN Facilitators to ensure they are making progress towards meeting Year 3 goals and objectives set forth in Section I of this contract.
 - Complete CEI surveys and reflection documents as requested.
 - Participate in meetings with all CEI PLLN Facilitators and CCEE at least every 2 months from August 15, 2021 to June 30, 2022, virtually or in-person. The meetings shall include: Design and planning of PLLN meeting activities and agendas; creating presentation materials (PowerPoints, handouts, resources); debriefing the PLLN Meetings; processing and incorporating participants' feedback.
 - Participate in Professional Leading and Learning Exchange (PLLX) meetings from August 15, 2021 to June 30, 2022. PLLX meetings will include six meeting cycles. Each meeting cycle may require a PLLX meeting, a One on One Cohort II Facilitation Planning meeting, a Cohort II PLLN Meeting, and a One on One Cohort II Facilitator Debrief Meeting.
- C. Costs. CONTRACTORS agree to bear all costs associated with satisfying this Contract, including, but not limited to, all travel and lodging costs for the FACILITATORS.
- D. Content License. CONTRACTORS and FACILITATORS agree to grant all CEI PLLN participants and the CCEE a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the CONTRACTORS or FACILITATORS and presented or distributed at CEI PLLN meetings or as part of communications with or between CEI PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product. The information and content produced, either in whole or in part, by a CONTRACTORS or FACILITATORS shall not be copyrighted or patented by anyone else.
- E. Assignment. Neither this Contract nor any duties or obligations under this Contract may be assigned by CONTRACTORS, individually or collectively, without the prior written consent of CCEE and Administrative Agent. Any assignment or purported assignment of this Contract by a CONTRACTOR without prior written consent of CCEE and Administrative Agent will be deemed void and of no force or effect.

- F. Conflict of Interest. CONTRACTORS, individually and collectively, covenant, by themselves and on behalf of their officers and directors, that they presently have no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this Contract. CONTRACTORS further covenant, by themselves and on behalf of its officers and directors, that in satisfying this Contract, no person having any such interest shall knowingly be employed or retained by them under this Contract.
- G. Non-Discrimination. Neither CONTRACTORS, nor any officer, agent, employee, or subcontractor of CONTRACTORS shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Contract. To the extent they shall be found to be applicable hereto, CONTRACTORS and any officer, agent, employee, or subcontractor of CONTRACTORS shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- H. Insurance. CONTRACTOR shall, at Contractor's expense, procure and maintain for the duration of this Agreement general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this Agreement by Contractor and Contractor's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section H is sufficient to protect Contractors for liabilities that may arise from or relate to this Agreement.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this Agreement.

The workers' compensation insurance, if required by applicable law, shall insure Contractor's obligations and liabilities under the workers' compensation laws of

California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

- I. Invoicing. CONTRACTOR may submit a quarterly invoice for successful performance of all duties and obligations under this Contract, including all duties associated with providing one or more individuals to serve as CEI PLLN Facilitator(s) and facilitating a successful CEI PLLN meeting, at a rate of \$5,000 per PLLN meeting (6). In addition CONTRACTOR will serve as CEI PLLX Facilitator(s) at a rate of \$5,000 per PLLX meeting cycle (6). Each "cycle" includes a Planning, PLLX, One-on-One and Debrief meeting. Also included in the series of cycles is a launch and retreat. Invoices shall be submitted via email to the CCEE Fiscal Analyst at ap_ccee@ccee-ca.org.

Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the facilitation of the meeting(s) during the preceding quarter. Each invoice shall be accompanied by (1) a narrative report containing a description of facilitation provided; (2) documents supporting the report (e.g., agenda for the CEI PLLN meeting with facilitators identified); and (3) a total amount for the invoice. Notwithstanding the 30-day deadline, the initial invoice may be for all deliverables completed between July 1, 2021, and September 30, 2021, may be submitted no later than October 31, 2021. The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the CONTRACTOR. No payments will be made to the CONTRACTORS after this period.

The sum of all invoices submitted by CONTRACTORS in 2021-22 may not exceed \$60,000 per network.

If requested by Administrative Agent, a CONTRACTOR shall provide additional documentation supporting each invoice.

SECTION III: Privileges and Obligations of CCEE

- A. Funding. In accordance with the invoicing conditions and requirements set forth in Section II(I) above, CCEE/Administrative Agent shall provide CONTRACTORS up to \$60,000. CONTRACTORS will be responsible for any costs related to satisfying this Contract beyond this sum and for any costs related to the Contract beyond the Term of the Contract. Associated costs of services (e.g., travel, lodging, copying, and printing) shall be borne by DISTRICT or DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses.
- B. Additional Costs. Beyond the funds provided under Paragraph A, the CCEE/Administrative Agent shall not cover or reimburse CONTRACTOR, and CONTRACTOR may not invoice for, any other costs associated with satisfying this Contract.

- C. Content License. CCEE agrees to grant CONTRACTOR a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by a CEI PLLN facilitator, or with or by CEI PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION IV: Further agreement by all PARTIES

- A. Term. The term of this Contract shall be from **July 1, 2021 through June 30, 2022**.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this Contract does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that CONTRACTORS and all officers, employees and agents of CONTRACTORS are acting as independent contractors of CCEE and not as partners, joint venturers, agents or employees of CCEE. Personnel tasked by CONTRACTORS with ensuring satisfaction of the obligations under this Contract shall at all times be under the CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this Contract and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that CONTRACTOR in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. CONTRACTOR will provide a statement of activities funded by this CONTRACT if requested.
- D. No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against any PARTY.
- E. Termination. CCEE may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. CONTRACTOR may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received, and therefore the date of receipt will be the first day of the notice period.
- F. Waiver of Default. Any waiver by any PARTY of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any PARTY to

require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.

G. Force Majeure.

1. In the event any CONTRACTOR is unable to comply with any provision of this Contract due to causes beyond its control such as acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, no CONTRACTOR shall be held liable to CCEE for such failure to comply.
2. In the event CCEE/Administrative Agent is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, flu pandemics, civil disorders, or other similar acts, CCEE/Administrative Agent shall not be held liable to any CONTRACTOR for such failure to comply.

H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless CONTRACTOR, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this CONTRACT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

CONTRACTOR shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of CONTRACTOR'S performance of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR.

I. Notices. All correspondence and notices required or contemplated by this Contract shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

Notices, requests, and other communications required or contemplated under this Agreement shall be sent to the Parties by electronic mail and first class mail, at the addresses set forth below. The addresses for delivery of notice may be changed by any Party by providing written notice to all other Parties in accordance with this section.

Any notice to the Oxnard School District shall be made to the following:

Oxnard School District
Attn: Teresa Ruvalcaba
1051 S. A Street
Oxnard, CA 93030
truvalcaba@oxnardsd.org

Any notice to the California Collaborative for Educational Excellence and/or the Administrative Agent - Marin County Office of Education shall be made to each of the following individuals:

California Collaborative for Educational Excellence
Attn: Emma Oh
915 L Street, Suite 1430
Sacramento, CA 95814
ap_ccee@ccee-ca.org

Marin County Office of Education
c/o Gina Murphy-Garrett
1111 Las Gallinas Avenue
San Rafael, CA 94903
gmurphygarrett@marinschools.org

- J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Contract. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Contract.
- K. Litigation Costs. Except as otherwise provided in this Contract, if any PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This Contract shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of

Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each CONTRACTOR involved in the dispute. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- M. Authority to Enter into Agreement. Each Party to this Contract warrants that it has the full power and authority to enter into this Contract and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this Contract.

- N. Entire Agreement/Amendment. This Contract, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this Contract between the PARTIES pertaining to the subject matter of this Contract. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this Contract by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this Contract. The provisions of this Contract may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.

- O. Counterparts and Electronic Signatures. This Contract may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year set forth below:

OSD

Signature: _____ Date: _____

Printed Name and Title: **Lisa A. Franz, Director, Purchasing**

Address: **1051 South A Street**

City: **Oxnard** State: **CA** Zip Code: **93030**

CCEE

Signature: _____ Date: _____

Printed Name and Title: **Matt Navo, Executive Director**

Address: **915 L Street, Suite 1430**

City: **Sacramento** State: **CA** Zip Code: **95814**

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: **Terena Mares, Deputy Superintendent**

Address: **1111 Las Galinas Avenue**

City: **San Rafael** State: **CA** Zip Code: **94903**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: January 19, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement/MOU #21-172 - Ventura County Office of Education (DeGenna/Nocero)

This MOU sets for the mutual roles that will be the means by which VCOE and the district will create and maintain a collaborative relationship to ensure the timely and successful implementation of the American Rescue Plan Act of 2021 for Children and Youth Experiencing Homelessness.

Term of the Agreement: July 1, 2021 through June 30, 2024

FISCAL IMPACT:

Funding in the amount of \$9,000.00/year, for a three-year total of \$27,000.00, will be provided to the Oxnard School District from the Ventura County Office of Education.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-172 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #21-172, Ventura County Office of Education \(2 Pages\)](#)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
Oxnard Elementary SCHOOL DISTRICT**

The purpose of this Memorandum of Understanding is to support identified McKinney Vento students between the Ventura County Office of Education (“VCOE”) and Oxnard Elementary School District, hereafter called “the district,” relative to the American Rescue Plan – Homeless child a youth I funds (“ARP-HCY I”). This memorandum sets forth the mutual roles that will be the means by which VCOE and the district will create and maintain a collaborative relationship to ensure the timely and successful implementation of the American Rescue Plan Act of 2021 for Children and Youth Experiencing Homelessness.

Timeline:

This MOU shall be effective from July 1, 2021, through the June 30, 2024. The district agrees to notify the VCOE by March 1 of each fiscal year if they do not plan to continue the program in the subsequent year.

See Attached California Department of Education (CDE) for guidance on authorized activities for the ARP-Homeless I funding.

The district agrees to submit a budget plan by October 2021 to the VCOE for review and approval. The district shall submit an annual expenditure report from their financial system, along with a formal invoice to the VCOE no later than July 20th of each fiscal year.

Please submit your plan and invoice to Cathi Nye and Sonia Magana at the email addresses below:

Cathi Nye
Coordinator, Homeless Education Program
805-437-1559
cnye@vcoe.org

Sonia Magana
Accountant/Internal Auditor
805-383-1940
smagana@vcoe.org

Funding based on Homeless enrollment numbers from fiscal year 2019-20 in your district:

19-20 Homeless student count: 847

3 Year Funding Total, 2021-24: \$27000

VCOE and Oxnard Elementary School District each participate in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for worker’s compensation, general liability, and property coverage under the VCSSFA self-insurance program.

VCOE and Oxnard Elementary School District each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012

Oxnard Elementary School District
1051 South A St.
Oxnard, CA 93030

For the Oxnard Elementary School District

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education, Student Services Branch



Dr. Consuelo Hernandez Williams, Associate Superintendent

10/26/21

Date



Lisa Cline, Executive Director of Business Services

11-15-21

Date

010-5800-5632-0-4900-2100-000-310-0000-0 ^{GW} 11/23/21 \$27,000.00
ENCUMBERED
11.22.2021 

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 2022

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Denella Santoyo (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a *Variable Term Service Waiver in Speech Language Pathology*, as described under Education Code: 44265.3, for **Denella Santoyo** to serve as a Speech Language Pathologist for the 2021-22 school year, until the employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 2022

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Single Subject Math for the 2021-22 School Year for Stephanie Lopez (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit in Single Subject Math for Stephanie Lopez to serve as a 7th Grade Math teacher for the 2021-22 school year effective January 10, 2022, until the employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Single Subject Math for Stephanie Lopez, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 2022

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver: Special Education, Moderate to Severe Credential for the 2021-22 School Year for Rebecca Gomez (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a *Variable Term Service Waiver: Special Education, Moderate to Severe Credential*, for Rebecca Gomez, as detailed in Education Code, Section 44225 to serve as a Special Education Teacher for the 2021-22 school year, until the employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver: Special Education, Moderate to Severe Credential, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: January 19, 2022

Agenda Section: Section D: Action Items

Change in Classified Substitute Pay Rate (Torres/Torres)

Effective January 1, 2022, the minimum wage increased to \$15 per hour for employers with 26 or more employees for the state of California. In order to remain compliant with the minimum wage increase and remain competitive as an employer, we are recommending to change the Classified Temporary Employee Salary Schedule.

It is the recommendation that all Classified substitutes 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) will be paid at the established minimum wage of \$15 per hour.

FISCAL IMPACT:

Can't be determined, dependent upon the number of substitutes hired.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources that the Board of Trustees adopt the proposed change in substitute pay for Classified substitutes.

ADDITIONAL MATERIALS:

Attached: [CSEA Salary Schedule 20-21 - 1.19.22.pdf](#)

	Step A	Step B	Step C	Step D	Step E
Range 3.0	\$1,592	\$1,672	\$1,755	\$1,843	\$1,935
Range 3.5	\$1,631	\$1,712	\$1,798	\$1,888	\$1,982
Range 4.0	\$1,674	\$1,757	\$1,845	\$1,937	\$2,034
Range 4.5	\$1,715	\$1,801	\$1,891	\$1,985	\$2,085
Range 5.0	\$1,756	\$1,844	\$1,937	\$2,033	\$2,135
Range 5.5	\$1,799	\$1,889	\$1,984	\$2,083	\$2,187
Range 6.0	\$1,845	\$1,937	\$2,034	\$2,136	\$2,243
Range 6.5	\$1,890	\$1,984	\$2,083	\$2,187	\$2,297
Range 7.0	\$1,935	\$2,032	\$2,134	\$2,240	\$2,352
Range 7.5	\$1,985	\$2,085	\$2,189	\$2,298	\$2,413
Range 8.0	\$2,033	\$2,134	\$2,241	\$2,353	\$2,471
Range 8.5	\$2,084	\$2,188	\$2,298	\$2,413	\$2,533
Range 9.0	\$2,137	\$2,244	\$2,356	\$2,474	\$2,598
Range 9.5	\$2,190	\$2,299	\$2,414	\$2,535	\$2,662
Range 10.0	\$2,243	\$2,355	\$2,473	\$2,596	\$2,726
Range 10.5	\$2,297	\$2,412	\$2,533	\$2,659	\$2,792
Range 11.0	\$2,353	\$2,471	\$2,594	\$2,724	\$2,860
Range 11.5	\$2,412	\$2,532	\$2,659	\$2,792	\$2,931
Range 12.0	\$2,472	\$2,595	\$2,725	\$2,861	\$3,004
Range 12.5	\$2,533	\$2,660	\$2,793	\$2,933	\$3,079
Range 13.0	\$2,593	\$2,723	\$2,859	\$3,002	\$3,152
Range 13.5	\$2,658	\$2,791	\$2,930	\$3,077	\$3,230
Range 14.0	\$2,728	\$2,864	\$3,007	\$3,158	\$3,316
Range 14.5	\$2,792	\$2,932	\$3,078	\$3,232	\$3,394
Range 15.0	\$2,862	\$3,005	\$3,156	\$3,313	\$3,479
Range 15.5	\$2,935	\$3,082	\$3,236	\$3,398	\$3,568
Range 16.0	\$3,004	\$3,154	\$3,312	\$3,477	\$3,651
Range 16.5	\$3,078	\$3,232	\$3,394	\$3,563	\$3,742
Range 17.0	\$3,155	\$3,313	\$3,479	\$3,653	\$3,836
Range 17.5	\$3,231	\$3,393	\$3,562	\$3,741	\$3,928
Range 18.0	\$3,311	\$3,477	\$3,651	\$3,833	\$4,025
Range 18.5	\$3,397	\$3,567	\$3,745	\$3,933	\$4,129
Range 19.0	\$3,476	\$3,650	\$3,832	\$4,024	\$4,225
Range 19.5	\$3,565	\$3,743	\$3,930	\$4,126	\$4,333
Range 20.0	\$3,650	\$3,833	\$4,025	\$4,226	\$4,437
Range 20.5	\$3,743	\$3,931	\$4,127	\$4,333	\$4,550
Range 21.0	\$3,834	\$4,025	\$4,226	\$4,438	\$4,660
Range 21.5	\$3,929	\$4,126	\$4,332	\$4,549	\$4,776
Range 22.0	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891
Range 22.5	\$4,128	\$4,335	\$4,551	\$4,779	\$5,018
Range 23.0	\$4,227	\$4,438	\$4,660	\$4,893	\$5,138
Range 23.5	\$4,334	\$4,551	\$4,778	\$5,017	\$5,268
Range 24.0	\$4,440	\$4,662	\$4,895	\$5,140	\$5,397
Range 24.5	\$4,553	\$4,781	\$5,020	\$5,271	\$5,534
Range 25.0	\$4,663	\$4,896	\$5,141	\$5,398	\$5,668
Range 25.5	\$4,779	\$5,018	\$5,269	\$5,532	\$5,809
Range 26.0	\$4,895	\$5,140	\$5,397	\$5,666	\$5,950
Range 26.5	\$5,019	\$5,270	\$5,534	\$5,810	\$6,101
Range 27.0	\$5,139	\$5,396	\$5,666	\$5,950	\$6,247
Range 27.5	\$5,268	\$5,532	\$5,808	\$6,099	\$6,403
Range 28.0	\$5,393	\$5,662	\$5,945	\$6,243	\$6,555
Range 28.5	\$5,531	\$5,808	\$6,098	\$6,403	\$6,723
Range 29.0	\$5,660	\$5,943	\$6,240	\$6,552	\$6,880
Range 29.5	\$5,807	\$6,098	\$6,403	\$6,723	\$7,059
Range 30.0	\$5,945	\$6,242	\$6,554	\$6,882	\$7,226
Range 30.5	\$6,096	\$6,401	\$6,721	\$7,057	\$7,410
Range 31.0	\$6,239	\$6,551	\$6,879	\$7,223	\$7,584
Range 31.5	\$6,402	\$6,723	\$7,059	\$7,412	\$7,782
Range 32.0	\$6,551	\$6,879	\$7,223	\$7,584	\$7,963
Range 32.5	\$6,721	\$7,058	\$7,410	\$7,781	\$8,170
Range 33.0	\$6,880	\$7,224	\$7,585	\$7,965	\$8,363
Range 33.5	\$7,056	\$7,409	\$7,779	\$8,168	\$8,577
Range 34.0	\$7,224	\$7,585	\$7,964	\$8,362	\$8,780
Range 34.5	\$7,409	\$7,779	\$8,168	\$8,576	\$9,005
Range 35.0	\$7,584	\$7,964	\$8,362	\$8,780	\$9,219



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.

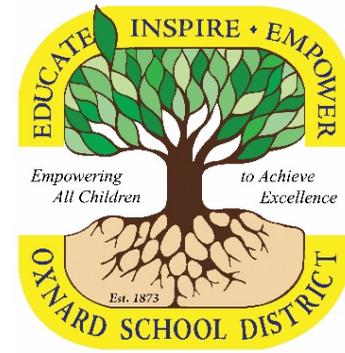
Bilingual Stipend:
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

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

Revision Board Approved: 1/19/2022

	Step A	Step B	Step C	Step D	Step E
Range 3.0	\$9.18	\$9.64	\$10.13	\$10.63	\$11.16
Range 3.5	\$9.41	\$9.88	\$10.37	\$10.89	\$11.44
Range 4.0	\$9.66	\$10.14	\$10.65	\$11.18	\$11.74
Range 4.5	\$9.89	\$10.39	\$10.91	\$11.45	\$12.03
Range 5.0	\$10.13	\$10.64	\$11.17	\$11.73	\$12.32
Range 5.5	\$10.38	\$10.90	\$11.45	\$12.02	\$12.62
Range 6.0	\$10.65	\$11.18	\$11.74	\$12.32	\$12.94
Range 6.5	\$10.90	\$11.45	\$12.02	\$12.62	\$13.25
Range 7.0	\$11.17	\$11.72	\$12.31	\$12.93	\$13.57
Range 7.5	\$11.45	\$12.03	\$12.63	\$13.26	\$13.92
Range 8.0	\$11.73	\$12.31	\$12.93	\$13.58	\$14.25
Range 8.5	\$12.02	\$12.63	\$13.26	\$13.92	\$14.62
Range 9.0	\$12.33	\$12.95	\$13.59	\$14.27	\$14.99
Range 9.5	\$12.63	\$13.27	\$13.93	\$14.63	\$15.36
Range 10.0	\$12.94	\$13.59	\$14.27	\$14.98	\$15.73
Range 10.5	\$13.25	\$13.92	\$14.61	\$15.34	\$16.11
Range 11.0	\$13.58	\$14.25	\$14.97	\$15.72	\$16.50
Range 11.5	\$13.91	\$14.61	\$15.34	\$16.11	\$16.91
Range 12.0	\$14.26	\$14.97	\$15.72	\$16.51	\$17.33
Range 12.5	\$14.62	\$15.35	\$16.11	\$16.92	\$17.76
Range 13.0	\$14.96	\$15.71	\$16.50	\$17.32	\$18.19
Range 13.5	\$15.33	\$16.10	\$16.90	\$17.75	\$18.64
Range 14.0	\$15.74	\$16.52	\$17.35	\$18.22	\$19.13
Range 14.5	\$16.11	\$16.91	\$17.76	\$18.65	\$19.58
Range 15.0	\$16.51	\$17.34	\$18.21	\$19.12	\$20.07
Range 15.5	\$16.93	\$17.78	\$18.67	\$19.60	\$20.58
Range 16.0	\$17.33	\$18.20	\$19.11	\$20.06	\$21.07
Range 16.5	\$17.76	\$18.65	\$19.58	\$20.56	\$21.59
Range 17.0	\$18.21	\$19.12	\$20.07	\$21.07	\$22.13
Range 17.5	\$18.64	\$19.57	\$20.55	\$21.58	\$22.66
Range 18.0	\$19.10	\$20.06	\$21.06	\$22.12	\$23.22
Range 18.5	\$19.60	\$20.58	\$21.61	\$22.69	\$23.82
Range 19.0	\$20.05	\$21.06	\$22.11	\$23.21	\$24.38
Range 19.5	\$20.57	\$21.59	\$22.67	\$23.81	\$25.00
Range 20.0	\$21.06	\$22.11	\$23.22	\$24.38	\$25.60
Range 20.5	\$21.60	\$22.68	\$23.81	\$25.00	\$26.25
Range 21.0	\$22.12	\$23.22	\$24.38	\$25.60	\$26.88
Range 21.5	\$22.67	\$23.80	\$24.99	\$26.24	\$27.56
Range 22.0	\$23.21	\$24.38	\$25.59	\$26.87	\$28.22
Range 22.5	\$23.82	\$25.01	\$26.26	\$27.57	\$28.95
Range 23.0	\$24.39	\$25.61	\$26.89	\$28.23	\$29.64
Range 23.5	\$25.01	\$26.26	\$27.57	\$28.95	\$30.39
Range 24.0	\$25.62	\$26.90	\$28.24	\$29.65	\$31.14
Range 24.5	\$26.27	\$27.58	\$28.96	\$30.41	\$31.93
Range 25.0	\$26.90	\$28.25	\$29.66	\$31.14	\$32.70
Range 25.5	\$27.57	\$28.95	\$30.40	\$31.92	\$33.51
Range 26.0	\$28.24	\$29.65	\$31.13	\$32.69	\$34.33
Range 26.5	\$28.96	\$30.41	\$31.93	\$33.52	\$35.20
Range 27.0	\$29.65	\$31.13	\$32.69	\$34.32	\$36.04
Range 27.5	\$30.39	\$31.91	\$33.51	\$35.18	\$36.94
Range 28.0	\$31.11	\$32.67	\$34.30	\$36.02	\$37.82
Range 28.5	\$31.91	\$33.51	\$35.18	\$36.94	\$38.79
Range 29.0	\$32.66	\$34.29	\$36.00	\$37.80	\$39.69
Range 29.5	\$33.51	\$35.18	\$36.94	\$38.79	\$40.73
Range 30.0	\$34.30	\$36.01	\$37.81	\$39.70	\$41.69
Range 30.5	\$35.17	\$36.93	\$38.78	\$40.72	\$42.75
Range 31.0	\$36.00	\$37.80	\$39.69	\$41.67	\$43.75
Range 31.5	\$36.94	\$38.78	\$40.72	\$42.76	\$44.90
Range 32.0	\$37.80	\$39.69	\$41.67	\$43.75	\$45.94
Range 32.5	\$38.78	\$40.72	\$42.75	\$44.89	\$47.14
Range 33.0	\$39.69	\$41.68	\$43.76	\$45.95	\$48.25
Range 33.5	\$40.71	\$42.74	\$44.88	\$47.13	\$49.48
Range 34.0	\$41.67	\$43.76	\$45.95	\$48.24	\$50.66
Range 34.5	\$42.74	\$44.88	\$47.12	\$49.48	\$51.95
Range 35.0	\$43.76	\$45.95	\$48.24	\$50.65	\$53.19



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

Revision Board Approved: 1/19/2022

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 2022

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

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

- November 4, 2020 Regular Meeting
- November 18, 2020 Special Meeting
- December 9, 2020 Special Meeting
- December 16, 2020 Regular Board Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes November 4 2020 Regular Board Meeting \(9 pages\)](#)
[Minutes November 18 2020 Special Board Meeting \(4 pages\)](#)
[Minutes December 9 2020 Special Board Meeting \(4 pages\)](#)
[Minutes December 16 2020 Regular Board Meeting \(15 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Monica Madrigal Lopez, President
Mrs. Debra M. Cordes, Member
Mr. Denis O’Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Jarely Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ms. Janet Penanhoat
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Victor Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING Wednesday, November 4, 2020

5:00 p.m. - Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER – VIA ZOOM

***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.

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 Madrigal Lopez called the meeting to order at 5:03 p.m.

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

A.2. Pledge of Allegiance to the Flag

Ayden Estrada, 5th grade student in Mrs. Lopez's class at Brekke School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Dennise Sagrado, 5th grade student in Mrs. Rodriguez's class at Brekke School, read the district's Mission and Vision Statement in English. Moises Esparza, 5th grade student in Mrs. Lopez's class at Brekke School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Brekke School

Mrs. Tammy Smith, Principal, provided a presentation about Brekke School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item G.1 - Superintendent's Announcements was MOVED to Item A.6 and the title was changed to Superintendent's Report.

Motion to adopt the agenda as amended.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

A.6. Superintendent's Report (3 minutes)

(Moved from Item. G.1)

Dr. Aguilera-Fort

- Rigoberto Vargas, Director of Public Health Department and Selena Dombrosky, Public Health Nurse re: COVID-19 rates in Ventura County
- we are getting our facilities ready for return to in-person schooling
- reminder that students are the reason we do this work

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

- Patricia Einstein re: openable windows at schools for fresh air, a fan for air circulation, & installing plastic partitions at the front of the room.

A.8. Closed Session

The Board convened to closed session at 6:03 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
- Existing Litigation: Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Anticipated Litigation (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/Reassignment/Reappointment
- Public Employee(s) Evaluation
 - Principal

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

The Board reconvened to open session at 7:20 p.m.

A.10. Report Out of Closed Session

President Madrigal Lopez reported that there was nothing to report out.

A.11. Adoption and Presentation of Resolution #20-16 for School Psychology Awareness Week November 9-13, 2020 (DeGenna/Edwards)

The Board adopted Resolution #20-16 "School Psychology Awareness Week November 9-13, 2020", as presented.

Motion #20-44 Adoption of Resolution #20-16 - School Psychology Awareness Week 2020

Mover: Debra Cordes

Second: Veronica Robles-Solis

Moved To: Adopt

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

A.12. Restructuring of Educational Services Department (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented a proposed realignment plan for the Educational Services department, to be implemented in the 2020-21 school year.

Section B: PUBLIC COMMENT/HEARINGS

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

- Stacie Thurman re: agenda posting and Brown Act.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #20-45 Approval of Consent Agenda as Presented

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

C.1. Purchase Order/Draft Payment Report #20-03 (Penanhoat/Franz)

As presented.

C.2. Setting of Date for Public Hearing - Resolution #20-15 - Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021 (Penanhoat)

As presented.

C.3. Personnel Actions (Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.4. Approval of Agreement/MOU #20-92 - Livingston Memorial Visiting Nurses Association (DeGenna/Ridge)

To provide grief and bereavement services for OSD students, families, and staff, in partnership with the Oxnard School District during the 2020-2021 school year, at no cost to the District.

C.5. Approval of Agreement #20-93 - Kristine Mraz LLC (DeGenna/Cordes)

To provide 18 hours of virtual professional development to teachers at Lemonwood School from November 5, 2020 through January 31, 2021, in the amount not to exceed \$5,400.00, to be paid from Supplemental/Concentration Intervention Funds.

Section C: RATIFICATION OF AGREEMENTS

C.6. Ratification of Amendment #2 to Agreement #17-127 - VCOE - Hearing Conservation & Audiology Services (DeGenna/Ridge)

To provide Hearing Conservation & Audiology Services for Oxnard School District students, in the amount not to exceed \$75,550.00, to be paid from the General Fund.

C.7. Ratification of Amendment #1 to Agreement #20-60 - CompHealth Medical Staffing (DeGenna/Edwards)

To provide supplemental staffing on an “as needed” basis for the Special Education Services Department for the 2020-2021 fiscal year, in the amount of \$100,000.00, to be paid with Special Education Funds.

C.8. Ratification of Amendment #1 to Agreement #20-70 - Advanced Medical Personnel Services Inc. (DeGenna/Edwards)

To provide supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department for fiscal year 2020-2021, in the amount not to exceed \$460,000.00 (per the hourly rate sheet attached), to be paid out of Special Education Funds.

C.9. Ratification of Agreement #20-85 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)

To provide exceptional services to special education student #NM100105 that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year, in the amount not to exceed \$32,803.06, to be paid out of Special Education Funds.

C.10. Ratification of Agreement/MOU #20-90 - Santa Clara Elementary School (DeGenna/Thomas)

To provide services to Santa Clara Elementary School, a private school located within the geographic jurisdiction of Oxnard School District, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2020-2021 school year. Title III Allocation to Santa Clara Elementary School in the amount of \$2,756.86.

C.11. Ratification of Agreement/MOU #20-91 - St. Anthony’s School (DeGenna/Thomas)

To provide services to St. Anthony’s School, a private school located within the geographic jurisdiction of Oxnard School District, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2020-2021 school year. Title III Allocation to St. Anthony’s School in the amount of \$3,167.46.

C.12. Ratification of Agreement/MOU #20-94, WestEd (DeGenna/Ridge)

To collect the California Healthy Kids Surveys to be taken by Oxnard School District 8th grade students during the period of December 7, 2020 through December 17, 2020, and compile reports on the findings by school and district, in the amount of \$4,555.20, to be paid from a credit for last year's unused services, which were covered by the Ventura County Office of Education via the TUPE Grant.

C.13. Ratification of Agreement #20-96 - Cathy Williams (DeGenna/Prater)

To provide TK-8 Mathematics professional development for OSD teachers, in the amount not to exceed \$15,000.00, to be paid from the Low Performing Student Block Grant.

C.14. Ratification of Agreement #20-97 - Jo Boaler (DeGenna/Prater)

To provide TK-8 Mathematics professional development for OSD teachers, in the amount not to exceed \$20,000.00, to be paid from the Low Performing Student Block Grant.

Section D: ACTION ITEMS

D.1. Approval of the Revisions to the Oxnard School District and Oxnard Supportive Services Association (“OSSA”) 2019-20 Collective Bargaining Agreement (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended that the Board approve the revisions to the 2019-20 Collective Bargaining Agreement with OSSA, as presented.

Motion #20-46 Approval of Revisions to OSD/OSSA 2019-20 Collective Bargaining Agreement

Mover: Veronica Robles-Solis

Seconder: Jarely Lopez

Moved To: Approve

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

D.2. Consideration of Resolution #20-12 of the Board of Trustees of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2016, Series C, in the Aggregate Principal Amount of Not to Exceed \$13,000,000, and Approving Related Documents and Actions (Penanhoat/CFW)

Ms. Janet Penanhoat, Interim Assistant Superintendent, Business & Fiscal Services, recommended that the Board adopt Resolution #20-12 of the Board of Trustees of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2016, Series C, in the Aggregate Principal Amount of Not to Exceed \$13,000,000, and Approving Related Documents and Actions, as presented.

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

Motion #20-47 Adoption of Resolution #20-12 of the Board of Trustees of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2016, Series C, in the Aggregate Principal Amount of Not to Exceed \$13,000,000, and Approving Related Documents and Actions

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Adopt

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

D.3. Approval of SPSA's for 2020/21 School Year - School Plans for Student Achievement- 20 Schools (DeGenna/Thomas)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services and Mrs. Anna Thomas, Director of Curriculum, presented the School Plans for Student Achievement (SPSA's) for the 2020-21 school year for all schools.

Motion #20-48 Approval of SPSA's for 2020-21 School Year – 20 Schools

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

D.4. Approval of New Job Descriptions: Director of Enrichment and Specialized Programs and Manager of Equity, Family, and Community Engagement (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the job descriptions for Director of Enrichment and Specialized Programs and Manager of Equity, Family, and Community Engagement for the Board's approval. There was a motion to modify the job description for Manager of Equity, Family, and Community Engagement to add "Bilingual Preferred".

Motion #20-49 Approval of New Job Description for Director of Enrichment and Specialized Programs and Manager of Equity, Family and Community Engagement, as Amended

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve as Amended

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - AR 6173 / BP 6173 Education for Homeless Children (DeGenna/Ridge)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented AR/BP 6173 Education for Homeless Children for First Reading.

Section G: CONCLUSION

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

(Moved to Item. A.6 and title changed to "Superintendent's Report")

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

Jarely Lopez

- perfect way to end the meeting: connected; very special to have all principals together in one place

Veronica Robles-Solis

- thank you to principals - knows it hasn't been easy
- thank you to Superintendent for the reminder about students and for being out in the community to see what teachers and students need
- importance of communication as everyone is wondering what is in store for return to school

Debra Cordes

- thank you to principals for being here
- thank you to Principal Smith for school presentation
- thank you to Mrs. Thomas for SPSA presentation
- need to provide the safest environment we can for our students once they return - moral obligation to provide them with what they deserve
- congrats to LA Dodgers for winning World Series

Monica Madrigal Lopez

- thank you to Principal Smith for school presentation
- appreciates all principals being in attendance and engaged, and appreciated receiving the SPSA's in advance

G.3. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 9:21 p.m.

Motion to adjourn

Mover: Debra Cordes

Secunder: Jarely Lopez

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

Moved To: Adjourn

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 19th day of January, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of November 4, 2020, 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



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Ms. Jarely Lopez, Member

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Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Victor Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

SPECIAL BOARD MEETING
Wednesday, November 18, 2020
4:00 p.m.

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER – VIA ZOOM

MEETING CONDUCTED IN SPANISH WITH SIMULTANEOUS INTERPRETATION INTO ENGLISH

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 (4:00 PM)

President Madrigal Lopez read a statement explaining that the meeting would be conducted in Spanish and providing instructions for accessing the simultaneous English translation.

President Madrigal Lopez called the meeting to order at 4:07 p.m.

Present: Trustees Monica Madrigal Lopez, Debra Cordes, Denis O’Leary, Veronica Robles-Solis, and Jarely Lopez. Also in attendance were Superintendent Karling Aguilera-Fort, Interim Assistant Superintendent Janet Penanhoat, Assistant Superintendent Victor Torres, Assistant Superintendent Anabolena DeGenna, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

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

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion to adopt the agenda as presented.

Mover: Denis O’Leary

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O’Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

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

There were no comments.

A.5. Closed Session

The Board convened to closed session at 4:12 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation: Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Anticipated Litigation (1 case)

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

Conference with Labor Negotiator:

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

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/Reassignment/Reappointment
- Public Employee(s) Evaluation
 - Superintendent

A.6. Reconvene to Open Session (5:00 PM)

The Board reconvened to open session at 5:12 p.m.

A.7. Report Out of Closed Session

President Madrigal Lopez reported that there was nothing to report out.

A.8. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por ponente)

- Carmen Ramirez re: congratulations for having the meeting in Spanish; moving to Supervisor after 10 years in City Council; the Board is doing the most important work in the community - educating our youth.

A.9. Educational Program Options (DeGenna)

Dr. Karling Aguilera-Fort, Superintendent, Dr. Ana DeGenna, Assistant Superintendent, Educational Services, and Dr. Aracely Fox, Director, Dual Language Programs, presented the options for education during COVID, including distance learning and hybrid model.

Section G: CONCLUSION

G.1. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 6:23 p.m.

Motion to adjourn

Mover: Debra Cordes

Secunder: Veronica Robles-Solis

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 19th day of January, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of November 18, 2020, 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



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Business & Fiscal Services
Dr. Victor Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

SPECIAL BOARD MEETING

Wednesday, December 9, 2020

4:00 p.m.

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER – VIA ZOOM

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 (4:00 PM)

President Madrigal Lopez called the meeting to order at 4:06 p.m.

Present: Trustees Monica Madrigal Lopez, Debra Cordes, Denis O’Leary, Veronica Robles-Solis, and Jarely Lopez. Also in attendance were Superintendent Karling Aguilera-Fort, Interim Assistant Superintendent Janet Penanhoat, Assistant Superintendent Victor Torres, Assistant Superintendent Anabolena DeGenna, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

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

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item D.1 "Oxnard School District 2020-2021 First Interim Report (Period Ending October 31, 2020) (Penanhoat/Crandal Plasencia)" was PULLED. Item to be added to the December 16, 2020 Regular Board Meeting agenda.

Motion to adopt the agenda as amended.

Mover: Debra Cordes

Secunder: Veronica Robles-Solis

Moved To: Approve as Amended

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O’Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

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

There were no comments.

A.5. Closed Session

The Board convened to closed session at 4:09 p.m. to consider the following items:

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

- Public Employee(s) Discipline/Dismissal/Release/Reassignment/Reappointment
- Public Employee(s) Evaluation
 - Superintendent

A.6. Reconvene to Open Session (6:00 PM)

The Board reconvened to open session at 5:43 p.m.

A.7. Report Out of Closed Session

President Madrigal Lopez reported that there was nothing to report out.

Section B: PUBLIC COMMENT/HEARINGS

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

- Jabbar Wofford re: reminder - pandemic is worse than ever.

Section D: ACTION ITEMS

D.1. Oxnard School District 2020-2021 1st Interim Report (Period Ending October 31, 2020) (Penanhoat/Crandall Plasencia)

Item pulled at Adoption of Agenda. Will be added to December 16, 2020 Regular Board Meeting agenda.

D.2. 1st Interim - Budget Overview for Parents - Learning Continuity Plan 2020-2021 (DeGenna/Crandall Plasencia)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, and Mrs. Mary Crandall Plasencia, Director of Finance, presented the 1st Interim Budget Overview for Parents Learning Continuity Plan 2020-2021 for the Board's consideration.

Motion #20-50 Approval of 1st Interim - Budget Overview for Parents – Learning Continuity Plan 2020-2021

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

Section G: CONCLUSION

G.1. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 6:04 p.m.

Motion to adjourn

Mover: Debra Cordes
Seconded: Jarely Lopez
Moved To: Adjourn
Ayes: 4 - Veronica Robles-Solis, Debra Cordes, Jarely Lopez, Monica Madrigal Lopez
Absent: 1 - Denis O'Leary
Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 19th day of January, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of December 9, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

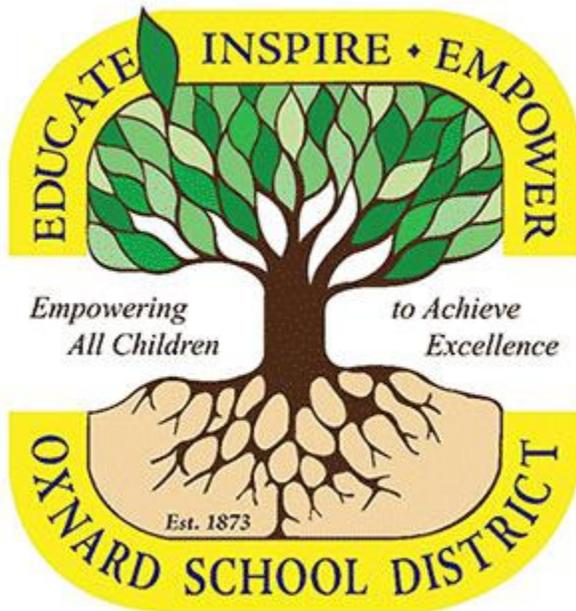
Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING Wednesday, December 16, 2020

5:00 p.m. - Regular Board Meeting
Closed Session to Follow Regular Meeting

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER – VIA ZOOM

***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.

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 Madrigal Lopez called the meeting to order at 5:12 p.m.

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

A.2. Pledge of Allegiance to the Flag

Jonathan Perez, 1st grade student in Mrs. Laura Silva's class at Cesar Chavez School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Jazmine Itzel Reyes, 8th grade student in Mrs. Sahagun's class at Cesar Chavez School, read the District's Mission and Vision Statement in English. Ilan Alfonso Murillo, 5th grade student in Ms. Salas's class at Cesar Chavez School, read the District's Mission and Vision Statement in Spanish.

A.4. Presentation by Cesar Chavez School

Mrs. Bertha Anguiano, Principal, provided a presentation about Cesar Chavez School.

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

Superintendent Aguilera-Fort and the Board of Trustees recognized Trustee Denis O'Leary as an outgoing member of the Oxnard School District Board of Trustees.

A.6. Oath of Office (Aguilera-Fort)

Superintendent Aguilera-Fort administered the Oaths of Office to newly elected Trustee Katalina Martinez and re-elected Trustees Jarely Lopez and Monica Madrigal Lopez.

A.7. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item C.10 "Personnel Actions (Torres/Lin)" was AMENDED to eliminate the appointment of the following three (3) positions, as they need to be considered in Closed Session prior to their appointments.
 - Assistant Principal, Curren
 - Assistant Principal, Fremont/Lopez
 - Manager, Equity, Family & Community Engagement

Motion to adopt the agenda as amended.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Motion Result: Passed

A.8. Organization of the Board (Aguilera-Fort)

Superintendent Aguilera-Fort and the Board of Trustees recognized outgoing Board President Madrigal Lopez. Trustee Debra Cordes was elected as President for 2020-2021 and Trustee Robles-Solis was elected as Clerk for 2020-2021.

Motion #20-51 Appointment of Debra Cordes as President of the Board of Trustees 2020-2021

Mover: Veronica Robles-Solis

Seconder: Jarely Lopez

Moved To: Appoint

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

Motion Result: Passed

Motion #20-52 Appointment of Veronica Robles-Solis as Clerk of the Board of Trustees 2020-2021

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Motion Result: Passed

A.9. Schedule of Board Meetings for 2021 (Aguilera-Fort)

The schedule of Board meetings for 2021 was approved as presented.

Motion #20-53 Approval of Schedule of Board Meetings for 2021

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

A.10. Appointment/Reappointment of Board Representatives to District Committees (Dr. Aguilera-Fort)

President Cordes was appointed as the Representative to the Ventura County Committee on School District Organization for 2021. Trustee Jarely Lopez was appointed as the Budget Advisory Committee Representative for 2021 and Trustee Katalina Martinez was appointed as the Budget Advisory Committee Alternate for 2021.

Motion #20-54 Appointment of Debra Cordes to the Ventura County Committee on School District Organization

Mover: Monica Madrigal Lopez

Second: Veronica Robles-Solis

Moved To: Appoint

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

Motion Result: Passed

Motion #20-55 Appointment of Jarely Lopez as Representative and Katalina Martinez as Alternate on the Budget Advisory Committee for 2021 Mover: Veronica Robles-Solis

Second: Monica Madrigal Lopez

Moved To: Appoint

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

Motion Result: Passed

A.11. Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Penanhoat)

Trustee Madrigal Lopez was appointed as the Board representative and Robin Lefkovits was appointed as the Retiree representative on the Oxnard School District Health & Welfare Benefits Trust for 2021.

Motion #20-56 Appointment of Trustee Madrigal Lopez as the Board Representative and Robin Lefkovits as the Retiree representative on the Oxnard School District Health & Welfare Benefits Trust for 2021

Mover: Veronica Robles-Solis

Second: Jarely Lopez

Moved To: Appoint

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

Motion Result: Passed

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

December 16, 2020

A.12. Presentation of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

Mr. Emilio Flores, Mrs. Janet Kliegl and Mrs. Patricia Raphael-Garcia of CFW presented the semi-annual program update as an adjustment to the Master Construct and Implementation Program.

Section B: PUBLIC COMMENT/HEARINGS

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

- Mayra Plasencia re: Classified Staff, PPE, working from home - examine and modify work schedules to comply with slowing the spread.
- Jabbar Wofford re: congratulations to Trustee O'Leary for 17 years of service; need to be conscious to make sure folks are not contagious before they come back to work - keep everyone healthy.
- Carmen Grande re: the safety of Classified staff - try to reduce the number of employees on site.

B.2. Public Hearing: Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021 (Penanhoat)

Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, conducted a public hearing to open the public comment period on Resolution #20-15 to establish temporary interfund transfers of funds for fiscal year 2020-2021. The Resolution will be presented for adoption during the Action portion of this meeting. There were no public comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #20-57 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez Seconder: Veronica

Robles-Solis

Moved To: Approve

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

Motion Result: Passed

C.1. Approval to Utilize the Governor's "Proclamation of a State of Emergency" due to COVID-19 for the Procurement of Materials, Goods and Services (Penanhoat/Franz)

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. Ratification of Change Order #001 for Field Contract #FC-P21-01052 - Precision Plumbing-Mechanical (Penanhoat/Miller)**
As presented.
- C.3. Certification of Signatures (Penanhoat)**
As presented.
- C.4. Disposal of Surplus Personal Property (Penanhoat/Franz)**
As presented.
- C.5. Enrollment Report (Penanhoat)**
As presented.
- C.6. 2020-2021 1st Quarter Williams VCOE Activity Report (Torres/Magaña)**
As presented.
- C.7. Approval of Memorandum of Understanding #20-117 between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District re: The Effects of the COVID-19 Pandemic and their Effects on the 2020-2021 School Year (Torres)**
As presented.
- C.8. Approval of Memorandum of Understanding #20-118 between the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Concerning the District's Response to the Coronavirus (COVID-19) Pandemic-Campus Assistants: Flexible Assignments (Torres)**
As presented.
- C.9. Establish/Abolish/Increase/Reduce Hours of Position (Torres/Lin)**
As presented.
- C.10. Personnel Actions (Torres/Lin)**
As amended.
- C.11. Acceptance of Gifts (Aguilera-Fort)**
As presented.
- C.12. Acceptance of Gifts (Aguilera-Fort)**
As presented.
- C.13. Annual and Five-Year Developer Fee Report and Approval of Resolution #20-17 (Penanhoat)**
As presented.

Section C: APPROVAL OF AGREEMENTS

C.14. Approval of Amendment #2 to Agreement #18-16 - Flewelling & Moody Architecture Inc. (Penanhoat/Miller)

To extend the current agreement term to December 31, 2021 and continue efforts to certify the remaining four (4) District projects that require DSA certification, in the amount not to exceed \$105,000.00, to be paid out of Deferred Maintenance funds.

C.15. Approval of Renewal Agreement #20-101 with School Services of California (Penanhoat)

For services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process, in the annual amount not to exceed \$4,100.00, to be paid out of the General Fund.

C.16. Approval of Agreement #20-107 - EdTheory, LLC (DeGenna/Edwards)

To provide supplemental staffing to the Special Education Services Department on an “as needed” basis for the period of December 17, 2020 through June 30, 2021, in the amount not to exceed \$112,000.00, to be paid with Special Education Funds.

C.17. Approval of Agreement #20-114 - Read.Write.Think., LLC (DeGenna/Cordes)

To provide 19 hours of virtual professional development to middle school teachers at Lemonwood School from December 17, 2020 through January 31, 2021, in the amount not to exceed \$5,400.00, to be paid from Supplemental/Concentration Intervention Funds.

C.18. Approval of Agreement #20-115 - Read.WriteThink., LLC (DeGenna/Cordes)

To provide a series of five, one-hour workshops designed to support caregivers and the community at large in supporting the children of the community in leveraging literacy, in the amount not to exceed \$5,000.00, to be paid out of Title III funds.

C.19. Approval of Agreement #20-116 John J. Labriola (Penanhoat/Miller)

To assist the District in researching existing school construction project documents for purposes of identifying relevancy to current and future Facilities operations, in the amount of \$115,500.00 (per hourly rate of \$85.00 and including mileage reimbursement), to be paid out of the General Fund.

C.20. Approval of Field Contract #FC-P21-01816 - Interstate Restoration (Penanhoat/Miller)

For Archives Repair, in the amount of \$12,304.90 to be paid out of Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

C.21. Ratification of Amendment #1 to Agreement #19-216 - Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)

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

To provide exceptional services to a special education student that consist of support from Special Circumstances Paraeducators (SCP's), in the amount not to exceed \$969.54, to be paid out of Special Education Funds.

C.22. Ratification of Amendment #1 to Agreement/MOU #20-14 - kid-grit, LLC (DeGenna/Shea)

To provide social and emotional curriculum and training to all After School program staff during the 2020-21 school year, in the amount not to exceed \$25,000.00, to be paid out of ASES Grant Funds.

C.23. Ratification of Amendment #1 to Agreement #20-82 - Olvera Psychological and Educational Consulting Services (DeGenna/Edwards)

To provide professional development support to the Special Education Services Department during the 2020-2021 academic year, in the amount not to exceed \$3,000.00, to be paid out of Special Education Funds.

C.24. Ratification of Agreement #20-86 - Casa Pacifica School (DeGenna/Edwards)

To provide Non-Public School (NPS) services for Student #EM111207 for the 2020-2021 school year, including Extended School Year, in the amount of \$91,603.25, to be paid out of Special Education Funds

C.25. Ratification of Agreement #20-87 - Casa Pacifica School (DeGenna/Edwards)

For Non-Public School (NPS) services for Student #JR062907, for the 2020-2021 school year, including Extended School Year, in the amount of \$114,482.65, to be paid out of Special Education Funds.

C.26. Ratification of Agreement #20-88 - Casa Pacifica School (DeGenna/Edwards)

To provide Non-Public School (NPS) services for Student #TV102807, for the 2020-2021 school year, including Extended School Year, in the amount of \$48,808.00, to be paid out of Special Education Funds.

C.27. Ratification of Agreement #20-95 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)

For Paraeducator services, in the amount not to exceed \$80,702.86, to be paid out of Special Education Funds.

C.28. Ratification of Agreement #20-99 - Alternative Behavior Strategies, LLC (DeGenna/Edwards)

To provide consultant services to the Special Education Services Department during the 2020-2021 school year that include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

C.29. Ratification of Agreement #20-100 - Ponzuric Learning Solutions (DeGenna/Edwards)

To provide virtual training on October 28, 2020 to assist the Oxnard School District Special Education Services Department in the continued implementation of the Pattern of Strength and Weaknesses (PSW) Model for SLD Identification, in the amount not to exceed \$1,000.00, to be paid out of Special Education Funds.

C.30. Ratification of Agreement #20-102 - Ventura County Office of Education (DeGenna/Edwards)

To provide ASL Interpreter SCP services to Student #JM111710 during the 2020-21 school year, in the amount of \$72,940.00, to be paid out of Special Education Funds.

C.31. Ratification of Agreement #20-103 - Ventura County Office of Education (DeGenna/Valdes)

For Oxnard School District to participate in Quality Counts Ventura County (QCVC) and receive funding to maintain and increase access to high quality preschools for children 3 to 5 years of age for the period of October 1, 2020 through June 30, 2021. Funding to be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$43,800.00.

C.32. Ratification of Agreement #20-104 - E.J. Harrison & Sons Inc. - District Wide Trash Pickup Services (Penanhoat/Miller)

To provide District Wide Trash Pickup Services for the period of December 1, 2020 through November 30, 2021, in the amount not to exceed \$225,000.00, to be paid out of the General Fund.

C.33. Ratification of Agreement #20-105 - Dial Security - Alarm Monitoring/Maintenance Services (Penanhoat/Miller)

To provide Alarm Monitoring/Maintenance Services as required at all district sites for the period of 10/6/2020 through 10/5/2021, in the amount not to exceed \$128,715.52, to be paid out of the General Fund.

C.34. Ratification of Agreement #20-106 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

To provide Special Circumstances Paraeducator Services (SCP's) to special education student #KC071607 during the 2020-2021 school year, in the amount of \$45,065.88, to be paid out of Special Education Funds.

C.35. Ratification of Agreement #20-109 with School Services of California for the Recruitment of Assistant Superintendent, Business & Fiscal Services (Penanhoat)

To provide services for the search and recruitment of an Assistant Superintendent, Business and Fiscal Services from November 17, 2020 to March 31, 2021, in the amount not to exceed \$17,700.00 plus direct out-of-pocket expenses, to be paid out of the General Fund.

C.36. Ratification of Agreement #20-110 - Karen Schnee (DeGenna/Edwards)

To provide Independent Education Evaluator Services to the Special Education Services Department during the 2020-2021 academic year to complete speech evaluations, in the amount not to exceed \$9,000.00, to be paid out of Special Education Funds.

C.37. Ratification of Agreement #20-111 - Behavior Insights Inc. (DeGenna/Edwards)

To provide consultant services to Oxnard School District, Special Education Services Department that include Classroom and Specific Student Consultations, School District Trainings, Expert Witness Fees, and Assessments, including observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance (up to 4 hours), during the 2020-2021 academic school year, in the amount not to exceed \$18,000.00, to be paid out of Special Education Funds.

C.38. Ratification of Agreement #20-112 - Casa Pacifica School (DeGenna/Edwards)

To provide Non-Public School services for Student JS052208, for the 2020-2021 school year, including Extended School Year, in the amount of \$92,091.00, to be paid out of Special Education Funds.

C.39. Ratification of Agreement #20-113 - Neuropsychology Partners (DeGenna/Edwards)

To provide Independent Education Evaluator Services for the Special Education Services Department during the 2020-2021 academic year to complete psychoeducational evaluations, in the amount of \$15,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021 (Penanhoat)

Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, explained the need for approval of Resolution #20-15 to allow for temporary transfers of funds during fiscal year 2020-2021 in order to maintain cash flow. This is necessary due to cash deferrals being delayed to 2021-2022.

Motion #20-58 Adoption of Resolution #20-15 Establish Temporary Interfund Transfers of Funds Fiscal Year 2020-2021

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Motion Result: Passed

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

D.2. Annual Appointment / Re-Appointment of Measure D Bond Oversight Committee (Penanhoat)

Approved as presented.

Motion #20-59 Appointment/Re-Appointment of Measure D Bond Oversight Committee, as Presented

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Motion Result: Passed

D.3. Approval of Human Resources Analyst Salary Reallocation (Personnel Commission)

Approved as presented.

Motion #20-60 Approval of Human Resources Analyst Salary Reallocation

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

D.4. Oxnard School District 2020-2021 First Interim Report (Period Ending October 31, 2020) (Penanhoat/Crandall Plasencia)

Item pulled at Adoption of Agenda. Will be added to December 16, 2020 Regular Board Meeting agenda.

Section F: BOARD POLICIES

F.1. First Reading - Revisions to BP 3280 - Sale or Lease of District-Owned Real Property (Penanhoat)

Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, presented the revisions to BP 3280 - Sale or Lease of District-Owned Real Property for First Reading.

F.2. First Reading - Revisions to Board Policy AR 6174 Instruction Education for English Learners (DeGenna/Thomas)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the revisions to AP6174 Instruction Education for English Learners for First Reading.

F.3. First Reading - Revisions to BB 9270 - Conflict of Interest (Penanhoat/Crandall)

Ms. Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services, presented the revisions to BB 9270 Conflict of Interest for First Reading.

F.4. Second Reading - AR 6173 / BP 6173 Education for Homeless Children (DeGenna/Ridge)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the revisions to AR/BP 6173 Education for Homeless Children for Second Reading and adoption.

Motion #20-62 Adoption of Revisions to AR/BP 6173 Education for Homeless Children

Mover: Jarely Lopez

Second: Veronica Robles-Solis

Moved To: Adopt

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

Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- connected students at Kamala and Ramona
- CNS food production process
- blueprint for return to school - next steps

G.2. Trustees' Announcements (3 minutes)

Jarely Lopez

- Happy Holidays

Katalina Martinez

- Happy Holidays

Monica Madrigal Lopez

- Happy Holidays
- please be safe; wear masks properly; be mindful

Veronica Robles-Solis

- congratulations to new and re-elected Trustees
- thank you to staff, teachers, principals, office staff, Cabinet members & Superintendent
- Happy holidays - take some time to relax and enjoy family

Debra Cordes

- thank you to Cabinet and all district and school personnel, teachers, for the job they are doing every day
- Merry Christmas to all

G.3. Closed Session -Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

G.4. Closed Session

The Board convened to closed session at 9:09 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 #2016091036
- OAH Case #2019010346 (Revised)
- OAH Case #2020030010
- OAH Case #2020090305

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/Reassignment
- Public Employee Appointment/Recommendation
 - Assistant Principal, Middle School/K-8
 - Manager of Equity, Family & Community Engagement

G.5. Reconvene to Open Session

The Board reconvened to open session at 11:17 p.m.

G.6. Report Out of Closed Session

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

Motion #20-63 Approval of Settlement Agreements in OAH cases #2016091036, #2019010346 (Revised), #2020030010 and #2020090305

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

Motion #20-64 Appointment of Jessica Glass as Assistant Principal

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Nays: 1 - Veronica Robles-Solis

Motion Result: Passed

Motion #20-65 Appointment of Teresa Ruvalcaba as Manager of Equity, Family & Community Engagement

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Motion Result: Passed

G.7. ADJOURNMENT

President Cordes adjourned the meeting at 11:19 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Seconder: Jarely Lopez

Moved To: Adjourn

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

Absent: 1 – Katalina Martinez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

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

By our signature below, given on this 19th day of January, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of December 16, 2020, 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: January 19, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading of Revisions to AR 3515.6 – Criminal Background Check for Contractors (Aguilera-Fort)

The attached revised update to Administrative Regulation (“AR”) 3515.6 is provided for the Board of Trustees' consideration as per CSBA's recommendation. The revised AR reflects a new law, AB 130, which requires any entity, including a sole proprietor, that has a contract with a district to ensure that employees who interact with students outside of the immediate supervision and control of the student's parent/guardian or school staff have a valid criminal records summary and to immediately provide any subsequent arrest and conviction information received pursuant to the subsequent arrest service. The AR is also updated to adjust and/or delete certain service providers for clarity and context.

FISCAL IMPACT:

None.

RECOMMENDATION:

None at this time. AR 3515.6 will be presented for second reading and adoption at the February 2, 2022 Board meeting.

ADDITIONAL MATERIALS:

Attached: [AR 3515.6 Criminal Background Checks for Contractors \(3 pages\)](#)

CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Except in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable, any entity contracting with the district for services that may require the entity's employees to interact with students, outside of the immediate supervision and control of parents/guardians or school staff, shall certify to the district that each of its employees who may interact with students has a valid criminal records summary as described in Education Code 44237 and that neither the entity nor any of those employees has been convicted of a violent or serious felony as defined in Education Code 45122.1. Such contracting entity shall also be required to immediately provide the district with any subsequent arrest and conviction information received pursuant to the subsequent arrest service. ~~Whenever the district contracts for school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, student transportation, and school site food-related services, the Superintendent or designee shall ensure that the contracting entity certifies in writing that any employees who may come into contact with students have not been convicted of a felony as defined in Education Code 45122.1, unless the employee has received a certificate of rehabilitation and a pardon. (Education Code 44237, 45125.1)~~

~~(cf. 3540 - Transportation)~~

~~(cf. 3551 - Food Service Operations/Cafeteria Fund)~~

~~(cf. 3600 - Consultants)~~

~~(cf. 7140 - Architectural and Engineering Services)~~

On a case-by-case basis, the Superintendent or designee may also require **any entity with which the district has** a contract ~~contracting entity providing school site services, other than those listed above,~~ to comply with these requirements. (Education Code 45125.1)

For an individual who is operating as the sole proprietor of an entity, the Superintendent or designee shall treat the individual as an employee of the entity and shall prepare and submit the individual's fingerprints to the Department of Justice (DOJ). (Education Code 45125.1)

Any contracting entity's employee who has been convicted of a violent or serious felony, as defined in Education Code 45122.1, shall not be permitted to interact with students unless a certificate of rehabilitation and pardon pursuant to Penal Code 4852.01-4852.22 has been submitted to the Superintendent or designee. (Education Code 45125.1)

The Superintendent or designee may determine that criminal background checks will not be required if the contract is for the construction, reconstruction, rehabilitation, or repair of a school facility and the contracting entity is providing services in an emergency or exceptional situation, or the district uses one or more of the following methods to ensure student safety: (Education Code 45125.2)

~~These requirements shall not apply if the Superintendent or designee determines that the contracting entity is providing services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable. (Education Code 45125.1)~~

CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS (continued)

~~In addition, these requirements shall not apply if the Superintendent or designee determines that the employees of the contracting entity will have limited contact with students. In determining whether a contract employee has limited contact with students, the Superintendent or designee shall consider the totality of the circumstances, including the following factors: (Education Code 45125.1)~~

- ~~1. The length of time the contractors will be on school grounds~~
- ~~2. Whether students will be in proximity with the site where the contractors will be working~~
- ~~3. Whether the contractors will be working by themselves or with others~~

~~Upon a determination that an employee shall have limited contact with students, the Superintendent or designee shall take appropriate steps to protect the safety of any student who may come in contact with this employee. (Education Code 45125.1)~~

~~These steps may include, but not be limited to, ensuring that the employee is working during nonschool hours, providing for regular patrols or supervision of the site from district security or personnel, ensuring that the employee is not working alone when students are present, limiting the employee's access to school grounds and/or providing the employee with a visible means of identification.~~

~~(cf. 3515.3 – District Police/Security Department)~~

Other Facility Contractors

~~When the district contracts for construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact with students, the Superintendent or designee shall ensure the safety of students by utilizing one or more of the following methods: (Education Code 45125.2)~~

1. The installation of a physical barrier at the worksite to limit contact with students
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice **DOJ** has ascertained has not been convicted of a violent or serious felony

~~The supervising employee may submit his/her fingerprints to the Department of Justice pursuant to Education Code 45125.1.~~

3. Surveillance of employees of the entity by school personnel

~~These requirements shall not apply if~~ **The Superintendent or designee may take appropriate steps to protect the safety of any students who may come in contact with employee's of contracting entities, including, but not limited to, ensuring that the employee's of such entities perform work during nonschool hours, do not work alone when students are**

CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS (continued)

present, have limited access to school grounds, are provided with a visible means of identification, and/or that there are regular patrols or supervision of the site from district security or personnel. ~~determines that the contracting entity is providing construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed to make school facilities safe and habitable. (Education Code 45125.2)~~

(cf. 3515.3 - District Police/Security Department)

*Legal Reference:*EDUCATION CODE

41302.5 School districts, definition

44237 Applicants for employment; fingerprints for purpose of criminal record summary

45122.1 Classified employees, conviction of a violent or serious felony

45125.1 Criminal background checks for contractors; criminal records summary

~~45125.1 Criminal background checks for contractors~~

45125.2 Criminal background checks for construction

PENAL CODE

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

4852.01-4852.22 Procedure for restoration of rights and application for pardon

*Management Resources:*WEB SITES

Department of Justice: <https://oag.ca.gov/fingerprints>

Regulation
approved: October 19, 2011
Revision: February 2, 2022

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: January 19, 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: January 19, 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: January 19, 2022

Agenda Section: Section A: Preliminary

ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, January 14, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A