

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA

REGULAR BOARD MEETING

Wednesday, June 22, 2022

3:00 PM - Open Meeting

3:05 PM - Closed Session to Follow

5:00 PM - Study Session

6:00 PM - Reconvene to Closed Session

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

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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

June 22, 2022

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (3:00 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. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.3. 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.4. Closed Session

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

- Public Employee(s) Evaluation
- Superintendent

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

- Case No. 12-03 - Expulsion, Readmission (Action Item)

Consider the Request to Expel Student:

- Case No. 21-07 (Action Item)

3. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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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

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Principals (2)

A.5. Reconvene to Open Session (5:00 p.m.)

A.6. 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.7. Pledge of Allegiance to the Flag

Ms. Erika Ragan, Principal, McKinna School, will introduce Isabeya Bravo, 5th grade student in Mr. Donavon's class, who will lead the audience in the Pledge of Allegiance.

A.8. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Giselle Magana, 5th grade student in Ms. Martinez's class at McKinna School, and in Spanish by Ashley Cruz, 3rd grade student in Ms. Garcia's class at McKinna School.

A.9. Presentation by McKinna School

Ms. Erika Ragan, Principal, will provide a short presentation to the Board regarding McKinna. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.10. Recognition of Indian Education Students of the Year (Aguilera-Fort)

The Board of Trustees and the Superintendent will recognize the following Elementary Level Indian Education Students of the Year:

- Nia Castillo, Brekke School
- Grace Vasquez, Driffill School

A.11. Study Session - Presentation of the June 2022 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the June 2022 Semi-Annual Implementation Program Update. This Report will subsequently be placed on an August 2022 Board meeting agenda for adoption.

A.12. Reconvene to Closed Session

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

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2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 12-03 - Expulsion, Readmission (Action Item)
 Consider the Request to Expel Student:
 - Case No. 21-07 (Action Item)

3. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

4. 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

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Principals (2)

A.13. Reconvene to Open Session (7:00 PM)

A.14. 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.15. Recognition of Parent Volunteers of the Year (Aguilera-Fort)

The Board of Trustees will recognize Parent Volunteers of the Year from each of the district's schools for 2021-2022.

A.16. Recognition of Retirees (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees recognize Certificated and Classified retirees, as listed.

<i>Name</i>	<i>Title</i>	<i>Years of Service</i>
Sheri Anderson	Teacher Grade 1	14
Deborah Arevalo	Teacher Grade 3	39
Aurora Arteaga	Child Nutrition Cafeteria Coordinator	26
Albert Balam	Custodian	19
Jennifer Beckwith	Teacher Grade 5	26

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Michelle Beltran	Teacher Kindergarten	35
Jennifer Braun	Teacher Grade 3	20
Mary Chaparro	Human Resources Technician	39
Ronald Colbert	Child Nutrition Worker	30
Laura Dean	Secretary	33
Elizabeth Delgado	Campus Assistant	15
Patricia Einstein	Teacher Grade 2	22
Linda Gonzales	Child Nutrition Cafeteria Coordinator	26
Theresa Guerrero	Child Nutrition Worker	7
Ronald Heaton	Teacher Grade 4	25
Tamara Leftwich	Teacher Grade 2	25
Amparo Maciel	Child Nutrition Cafeteria Coordinator	17
Joann Martinez	Child Nutrition Worker	23
Alfred Morales	Custodian	27
Marylou Morehead	Custodian	17
Janice Northrup	Teacher Sp Ed M/S	11
Diane Olmos	Paraeducator III	22
Lisa Perris	Teacher Literacy Intervention	24
Pam Pond	Teacher Resource Spec. Support	35
Paul Ramirez	Teacher Grade 5	27
Theresa Romero	Teacher Grade 2	21
Juan Sablan	Campus Assistant	5
Blanca Saldana	Paraeducator II	38
Suzanne Shapiro	Teacher Resource Spec. Support	7
Carolyn Solano	Teacher Grade 1	24
Robert Thacker	Teacher Sp Ed M/M	25
Ricardo Valdes	Child Nutrition Worker	11
Joseph Villegas	Warehouse Worker / Delivery Driver	34

A.17. Recess (10 Minutes)

There will be a brief recess.

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

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. Accept Correction to Executive Summary for the Developer Fee Study and Developer Fee Increase (Mitchell)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the corrections to the executive summaries for Resolution No. 21-27 to increase the statutory school fees and for Resolution No. 21-26, school fee justification study.

C.2. Certification of Signatures (Mitchell)

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

C.3. Enrollment Report (Mitchell)

District enrollment as of May 31, 2022 was 14,431. This is 662 less than the same time last year.

C.4. Approval of Resolution #22-01 to Authorize Appropriation Transfers for 2022-2023 (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-01 to authorize appropriation transfers for the 2022/2023 fiscal year, and authorize its filing with the Ventura County Office of Education.

C.5. Approval of Resolution #22-02 for Authorization to Make Temporary Loans between District Funds for 2022/2023 (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services,

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and the Director of Finance that the Board of Trustees approve Resolution #22-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

C.6. Approval of Resolution #22-03: Authorization for Expenditure Transfers for 2022/2023 (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-03 authorizing expenditure transfers for the 2022/2023 fiscal year, and authorize its filing with the Ventura County Office of Education.

C.7. Approval of Resolution #22-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2022 (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve Resolution #22-04 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2022, and authorize its filing with the Ventura County Office of Education.

C.8. Approval of 2022-23 Education Protection Account (EPA) Spending Plan (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2022-23 Education Protection Account Spending Plan, as presented.

C.9. Disclosure of Collective Bargaining Agreement with OSSA (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA, as presented.

C.10. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2022-2023 (Mitchell/Franz)

It is the recommendation of the Director, Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

C.11. Purchase Order/Draft Payment Report #21-10 (Mitchell /Franz)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-10 as submitted.

C.12. Selection of Vendors for Child Nutrition Program (Mitchell/Lugotoff)

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2022-23 school year, as presented.

C.13. 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.

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Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.14. Approval of Amendment #4 to Agreement #18-01 Pupil Transportation Services for the 2022-2023 School Year with Durham School Services, L.P. (Mitchell/Galván)

It is the recommendation of the Director, Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #4 to Agreement #18-01 with Durham School Services, to provide transportation services for the fiscal year 2022-2023 , in the amount of \$4,173,197.22, to be paid out of the General Fund.

C.15. Approval of Amendment #1 to Agreement #20-127 with University of California, San Diego School of Medicine (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #20-127 with University of California, San Diego School of Medicine, to provide Occupational Therapy Prescription Forms to the OSD Special Education Services Department as requested, for the period of July 1, 2022 through June 30, 2025, in the amount of \$5,000.00, to be paid out of Special Education Funds.

C.16. Approval of Agreement #21-215 – The Math Learning Center (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-215 with The Math Learning Center, to provide Online Professional Development for K-5 DLI Teachers, June 28, 2022 through June 30, 2023, in the amount of \$8,000.00, to be paid out of Title II funds.

C.17. Approval of Agreement/MOU #21-218, Oxnard Union High School District (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 #21-218 with Oxnard Union High School District, to provide K12 Strong Workforce Program (SWP) funding to support career exploration in high demand fields such as Nursing and STEAM, June 23, 2022 through June 30, 2024, funding awarded to Oxnard School District in the amount of \$178,406.00.

C.18. Approval of Agreement #22-06 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Lugotoff)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #22-06 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2022-23 school year, revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.19. Approval of Agreement #22-07 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Lugotoff)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #22-07 with the

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Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2022-23 fiscal year, revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.20. Approval of Agreement #22-08 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Lugotoff)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #22-08 with the Ventura County Office of Education, for supplying breakfast and lunch meals for their program at Dwire School for the 2022-23 fiscal year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.21. Approval of Agreement #22-09 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Lugotoff)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #22-09 with Community Action Partnership of San Luis Obispo (CAPSLO) for supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2022-23 school year, CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.22. Approval of Renewal Agreement #22-10 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (Mitchell/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Renewal Agreement #22-10 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, for Vallarta's use of the Educational Service Center (ESC) front parking lot, July 1, 2022 through June 30, 2023, in the amount of \$27,825.99 to be paid to Oxnard School District.

C.23. Approval of Agreement/MOU #22-15, Ventura Unified School District (DeGenna/Ruvalcaba)

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-15 with the Ventura Unified School District, to explain and confirm the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District for the 2022-23 school year, Oxnard School District is required to match the amount of federal funds provided, \$3,414.12, to be paid out of Title I.

C.24. Approval of Agreement #22-17, Frog Environmental (Mitchell/Galvan)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees approve Agreement #22-17 with Frog Environmental, to perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, July 1, 2022 through June 30, 2023, in the amount not to exceed \$6,000.00, to be paid out of the General Fund.

C.25. Approval of Agreement #22-18 – Heinemann (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-18 with Heinemann, to provide in-person onsite Professional Development (Coaching and Follow-

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Up Support) for Literacy Specialists, July 1, 2022 through June 30, 2023, in the amount of \$66,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.26. Approval of Agreement #22-19 – Tri-Signal Integration Inc. (Mitchell/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #22-19 with Tri-Signal Integration Inc., to perform districtwide annual Fire Alarm Test and Inspection services, July 1, 2022 through October 1, 2022, in the amount of \$69,465.00, to be paid out of Routine Restricted Maintenance funds.

C.27. Approval of Agreement/MOU #22-20 – Students for Eco-Education and Agriculture (SEEAG) (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-20 with Students for Eco-Education and Agriculture (SEEAG), to provide fieldtrips, farmer's markets, activities and lessons around nutrition and agriculture to students in the Oxnard School District, July 1, 2022 through June 30, 2023, at no cost to Oxnard School District.

C.28. Approval of Agreement #22-21 – Foundation for California Community Colleges (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-21 with The Foundation for California Community Colleges, to provide professional development and services to support the After School Education and Safety (ASES) Grant and the Expanded Learning Opportunity Program (ELOP) programs in the Oxnard School District, July 1, 2022 – June 30, 2023, in the amount of \$22,500.00, to be paid out of ASES funds.

C.29. Approval of Agreement #22-22 – Art Trek Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-22 with Art Trek Inc., to provide enrichment programs during our Expanded Learning Opportunity Programs, July 1, 2022 through June 30, 2023, in the amount not to exceed \$2,136,910.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.30. Approval of Agreement/MOU #22-23 – 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 approve Agreement/MOU #22-23 with Hip Hop Mindset, to provide hip hop dance lessons to students in the Oxnard School District, July 1, 2022 through June 30, 2023, in the amount of \$1,265,600.00, to be paid out of ASES Grant Funds.

C.31. Approval of Agreement #22-24, American Language Services (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-24 with American Language Services, to provide over the phone, and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings, August 1, 2022 – June 16, 2023, in the amount not to exceed \$20,000.00, to be paid out of Title 1 funds.

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- C.32. Approval of Agreement #22-25 – Curriculum Associates, LLC (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 approve Agreement #22-25 with Curriculum Associates, LLC, to provide a three-hour virtual training session on “Ellevation” for up to 30 participants, September 1, 2022 through August 31, 2023, in the amount of \$1,000.00, to be paid out of Title III funds.
- C.33. Approval of Agreement #22-26 – Center for Teaching for Biliteracy (DeGenna/Fox)**
It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-26 with Center for Teaching for Biliteracy, to provide in-person Professional Development in the area of Dual Language Programs for creating lesson plans from biliteracy units for K-4th grade teachers, September 1, 2022 through June 20, 2023, in the amount not to exceed \$198,600.00 (including travel expenses), to be paid out of Title II funds.
- C.34. Approval of Agreement/MOU #22-27 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-27 with Parker Anderson Enrichment-Central LA, to provide enrichment consisting of Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics at 20 schools in the Oxnard School District, including classes and field trip chaperones during intersession (non-school days), July 1, 2022 through June 30, 2023, in the amount not to exceed \$1,368,000.00, to be paid out of Expanded Learning Opportunity Program Funds.
- C.35. Approval of Agreement/MOU #22-28 – Abbey Shaw-Linder (DeGenna/Prater)**
It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-28 with Abbey Shaw-Linder, to provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.
- C.36. Approval of Agreement/MOU #22-29 – Annie M. Ransom (DeGenna/Prater)**
It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-29 with Annie M. Ransom, to provide one full day workshop for Oxnard School District (OSD) teachers, using OSD’s adopted Science Curriculum and additional previously identified standards-based resources, on August 12, 2022, in the amount not to exceed \$3,000.00, to be paid out of Title II funds.
- C.37. Approval of Agreement/MOU #22-30 – Fawn Nguyen (DeGenna/Prater)**
It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-30 with Fawn Nguyen, to provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

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C.38. Approval of Agreement/MOU #22-31 – Gina Young (DeGenna/Prater)

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-31 with Gina Young, to provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.39. Approval of Agreement/MOU #22-32 – Jeff Linder (DeGenna/Prater)

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-32 with Jeff Linder, to provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.40. Approval of Agreement/MOU #22-33 – James Short (DeGenna/Prater)

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-33 with James Short, in the amount of \$6,000.00, to be paid out of Title II funds.

C.41. Approval of Agreement #22-34 – Burnham Benefits Insurance Services (Torres/Magana)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Risk Manager, that the Board of Trustees approve Agreement #22-34 with Burnham Benefits Insurance Services, to provide health and welfare consulting services, July 1, 2022 through June 30, 2025, in the amount not to exceed \$11,778.00/monthly and \$141,336.00/annually, to be paid out of the General Fund.

C.42. Approval of Agreement/MOU #22-35 – Rosslyn Nikula (DeGenna/Prater)

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-35 with Rosslyn Nikula, to provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.43. Approval of Agreement #22-36 – Ventura County Office of Education (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-36 with the Ventura County Office of Education (VCOE), for VCOE to provide conference rooms and professional development support services for the Oxnard School District’s Math & Science professional development sessions to be held on August 11 & 12, 2022, in the amount not to exceed \$5,000.00, to be paid out of Title II funds.

C.44. Approval of Agreement/MOU #22-37 – Ventura County Office of Education (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-37 with the Ventura County Office of Education, to provide a

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

Mathematics Coordinator to work with the Oxnard School District Manager of Mathematics and Physical Education, to provide collaboration, planning and presentation support for district PreK-8 Math teachers and administrators, July 1, 2022 through June 30, 2023, in the amount not to exceed \$22,000.00, to be paid out of Title II funds.

C.45. Approval of Agreement #22-38 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-38 with Ventura County Office of Education/SELPA, to provide Orientation and Mobility Specialist Services to the Special Education Services Department, July 1, 2022 through June 30, 2023, in the amount not to exceed \$15,000.00, to be paid out of Special Education Funds.

C.46. Approval of Agreement #22-39 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-39 with Ventura County Office of Education/SELPA, to provide Physical Therapy Specialist Services to the Special Education Services Department, July 1, 2022 through June 30, 2023, in the amount not to exceed \$45,000.00, to be paid out of Special Education Funds.

C.47. Approval of Agreement #22-40 – Houghton Mifflin Harcourt (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-40 with Houghton Mifflin Harcourt, to provide In-Person and Online Professional Development on English 3D for 6th-8th grade ELD Teachers during the 2022-2023 fiscal year, in the amount of \$10,400.00, to be paid out Title III funds.

C.48. Approval of Agreement #22-41 – California Physical Education-Health Project @ CSU Channel Islands (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and Physical Education, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #22-41 with California Physical Education-Health Project @ CSU Channel Islands, to provide Professional Learning for 6-8th Middle School Physical Education Teachers on August 12, 2022, including information on CA PE Standard 5, SEL and PE, and IEP's for PE, in the amount of \$3,980.00, to be paid out of Title IV funds.

C.49. Approval of Agreement #22-42, School Services of California (Aguilera-Fort/Mitchell)

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-42 with School Services of California, to provide in-person bi-monthly updates to Cabinet or any subset, Board presentations providing a third-party interpretation of major happenings in Sacramento, a weekly summary of the week's relevant issues, and expanded presentations during annual budgetary and planning milestones, in the amount not to exceed \$32,260.00, to be paid out of the General Fund.

C.50. Approval of Agreement #22-43 – Terra Firma Enterprises (Torres/Magana)

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #22-43 with Terra Firma Enterprises, to design, develop, and implement a 4-hour training for the OSD

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

Emergency Operation Command Team on how to augment school site emergency response for incidents and a 7.5-hour training for Principals and Assistant Principals, to assist them through the initial response phase of a disaster, July 1, 2022 through June 30, 2023, in the amount not to exceed \$14,780.00, to be paid out of Safety Credits.

C.51. Approval of Agreement #22-44 –All Languages Interpreting & Translating (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-44 with All Languages Interpreting & Translating, to provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2022 through June 30, 2023, in the amount not exceed \$15,000.00, to be paid out of the General Fund.

C.52. Approval of Agreement #22-45 – Renaissance Learning Inc. (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-45 with Renaissance Learning Inc., to provide the logistics and support to translate a selection of literature in Mixteco as part of the Oxnard Language Preservation Project, in the amount of \$120,000.00, to be paid with UTK Planning & Implementation Funds.

C.53. Approval of Agreement/MOU #22-46 – Ventura County Office of Education (DeGenna/Thomas)

It is recommended by the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-46 with Ventura County Office of Education, to provide library support services in implementing State Standards and aligning individual school site library services with the California Model School Library Standards, and up to 6 days of professional development to school site Library/Media Techs, August 1, 2022 to June 30, 2023, in the amount of \$5,280.00, to be paid out of Title 1 funds.

C.54. Approval of Agreement #22-47, CAFE Project 2Inspire (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-47 with CAFE Project 2Inspire, to teach Parent Leadership classes by a CAFE trained parent specialist, July 1, 2022 through June 30, 2023, in the amount not to exceed \$35,000.00, to be paid out of Title III funds.

C.55. Approval of Agreement #22-49 – County of Ventura (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #22-49 with the County of Ventura, to provide social workers to be placed at the sites identified as having the highest rates of referrals and cases for abuse and neglect, and to serve on the district's SARB Board, July 1, 2022 through June 24, 2023, in the amount not to exceed \$404,472.00, to be paid out of the General Fund.

C.56. Approval of Agreement/MOU #22-50 – Tri-Counties Regional Center (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement/MOU #22-50 with Tri-Counties Regional Center, to provide Foster Grandparent volunteers to serve at select schools and preschools in the Oxnard School District, July 1, 2022 to June 30, 2025, at no cost to Oxnard School District.

C.57. Approval of Agreement #22-51 - Action Preparedness Training (Torres/Magana)

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

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #22-51 with Action Preparedness Training, to provide CPR training and First Aid training to Campus Assistants and volunteer coaches during the 2022-2023 fiscal year, July 1, 2022 through June 30, 2023, in the amount not to exceed \$7,000.00, to be paid out of Safety Credits.

C.58. Approval of Agreement #22-52 – Restorative Justice Services, LLC (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-52 with Restorative Justice Services, LLC, to provide Restorative Justice Training to Administrative Staff and Teachers in the Oxnard School District, July 1, 2022 through June 30, 2023, in the amount not to exceed \$12,000.00, to be paid out of the General Fund.

C.59. Approval of Agreement #22-53 – Renaissance Learning Inc. (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-53 with Renaissance Learning Inc., to provide appropriate instructional and assessment materials for the implementation of Universal Transitional Kindergarten (UTK), July 1, 2022 through June 30, 2024, in the amount of \$312,380.48, to be paid with UTK Planning & Implementation Funds.

C.60. Approval of Agreement #22-57 – Pepperdine University (Mitchell/Lugotoff)

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-57 with Pepperdine University, for Oxnard School District to provide Pepperdine University interns with access to appropriate resources for education including access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the intern can complete the required curriculum, September 1, 2022 through June 30, 2023, at no cost to Oxnard School District.

C.61. Approval of Agreement #22-58 – Dial Security (Mitchell/Miller)

It is the recommendation of the Interim Assistant Superintendent, and the Director of Facilities, that the Board of Trustees approve Agreement #22-58 with Dial Security, to provide Alarm Monitoring and Maintenance Services for the district, July 1, 2022 through June 30, 2023, in the amount of \$154,796.57, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.62. Ratification of Amendment #3 to Agreement #20-25, City Impact Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #20-25 with City Impact Inc., to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department through June 2022, in the amount of \$90,000.00, to be paid out of Special Education funds.

C.63. Ratification of Agreement #21-209 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-209 with Ventura

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

County Office of Education/SELPA, to provide Home/Hospital Instructional Teaching Services to the Special Education Services Department, July 1, 2021 through June 30, 2022, in the amount of \$15,000.00, to be paid out of Special Education Funds.

C.64. Ratification of Agreement #21-210 – MIND Research Institute (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-210 with MIND Research Institute, to provide onsite/in-person professional learning for the Special Education Department for ST Math Intervention, May 1, 2022 through July 31, 2022, in the amount not to exceed \$1,500.00, to be paid out of Special Education Funds.

C.65. Ratification of Agreement #21-212 – Art Trek Inc. (DeGenna/Anguiano)

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-212 with Art Trek Inc., to provide on-site/in person Art Trek Site Instructors for art lessons in grades K-8th at Chavez School, May 16, 2022 through June 6, 2022, in the amount not to Exceed \$13,585.00, to be paid out of Supplemental Concentration funds.

C.66. Ratification of Amendment #1 to Agreement #20-61 – Maxim Healthcare Services Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-61 with Maxim Healthcare Services Inc., to cover through the end of the agreement term for providing supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department, in the amount of \$150,000.00, to be paid out of Special Education funds.

C.67. Ratification of Agreement #21-211 - Cumming Management Group Inc. (Mitchell/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities that the Board of Trustees ratify Agreement #21-211 with Cumming Management Group Inc., to complete the necessary work needed to submit the Prop 39 Final Report to the California Energy Commission (CEC) as required by the energy grant the district received in 2016, in the amount of \$4,375.00. to be paid out of the General Fund.

C.68. Ratification of Agreement #21-214 – Art Trek Inc. (DeGenna/Smith)

It is the recommendation of the Principal, Brekke School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-214 with Art Trek Inc., to provide on-site/in person Art Trek Site Instructors for art lessons in grades TK-5th at Brekke School, May 16, 2022 through June 6, 2022, in the amount not to exceed \$8,360.00, to be paid out of Supplemental Concentration funds.

C.69. Ratification of Agreement/MOU #21-213 – Hip Hop Mindset (DeGenna/Smith)

It is the recommendation of the Principal, Brekke School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-213 with Hip Hop Mindset, to provide hip hop dance lessons to students at Brekke School, May 23, 2022 through June 13, 2022, in the amount of \$6,720.00, to be paid out of Supplemental Concentration funds.

C.70. Ratification of Addendum #1 to Agreement #21-165, 805 Evaluation and Analytics (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Assistant

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

Superintendent, Educational Services, that the Board of Trustees ratify Addendum #1 to Agreement #21-165 with 805 Evaluation and Analytics, to clarify that Heidi Christensen is working as an independent contractor and not as an employee of OSD, consistent with CalPERS requirements for working following retirement, at no additional cost to the existing agreement.

C.71. Ratification of Addendum #1 to Agreement/MOU #21-204 - 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 Addendum #1 to Agreement/MOU #21-204 with Ventura County Office of Education, to increase the funding amount for outfitting wellness centers in district middle schools, additional funding in the amount of \$15,000.00 to be provided to Oxnard School District.

C.72. Ratification of Agreement #21-217, USC – Department of Otolaryngology (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-217 with USC – Department of Otolaryngology, to provide professional development training for special Education and Hard of Hearing teachers, September 30, 2021 through June 30, 2022, in the amount of \$5,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Oxnard School District 2022-23 Local Control and Accountability Plan (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the Oxnard School District 2022-23 Local Control Accountability Plan (LCAP), as presented.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.2. Adoption of Oxnard School District 2022/23 Budget (Mitchell/Crandall Plasencia)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2022/23 fiscal year, as presented.

Board Discussion:
Moved:
Seconded:

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

Vote:

ROLL CALL VOTE:

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

D.3. Approval of Tentative Agreement #21-216: Revisions to the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) Collective Bargaining Agreement for the 2021-22 School Year (Torres/Batista)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve Tentative Agreement #21-216: Revisions to the collective bargaining agreement between the District and the Oxnard Supportive Services Association (OSSA), as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of Provisional Internship Permit for Janet Hurtado for the 2022-23 School Year (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 for Janet Hurtado, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.5. Approval of Provisional Internship Permit for Jorge Tapia for the 2022-23 School Year (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 for Jorge Tapia, as presented.

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

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 Board Policy AR/BP 5148.2 Before/Afterschool Programs (DeGenna/Shea)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Enrichment & Specialized Programs that the Board of Trustees receive the revisions to BP 5148.2 and AR 5148.2 Before/Afterschool Programs for First Reading, as presented. The final revisions will be presented for Second Reading and adoption at the August 3, 2022 Board meeting.

Section G: CONCLUSION

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

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

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 3:00 p.m. on Friday, June 17, 2022.

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

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

June 22, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

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

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

The Board will now convene in closed session to consider the items listed under Closed Session.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Closed Session

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

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 12-03 - Expulsion, Readmission (Action Item)Consider the Request to Expel Student:
 - Case No. 21-07 (Action Item)

3. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case #2022030227
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

4. 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

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Principals (2)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Reconvene to Open Session (5:00 p.m.)

Reconvene to Open Session (5:00 p.m.)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Recognition of Indian Education Students of the Year (Aguilera-Fort)

At their annual honoring ceremony, the Ventura County Indian Education Consortium recognized two students from Oxnard School District as their Elementary Level Indian Education Students of the Year. Nia Castillo of Brekke School and Grace Vasquez of Driffill School were selected due to their outstanding performance in the "3 A's": Academics, Attendance, and Attitude. The Ventura County Indian Education Consortium recognizes the students as those who represent ideals which honor their ancestors and bring pride to their Native American Community.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Nia Castillo of Brekke School and Grace Vasquez of Driffill School as the Ventura County Indian Education Consortium's Elementary Level Indian Education Students of the Year.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section A: Study Session

Study Session - Presentation of the June 2022 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

The June 2022 Report provides the nineteenth 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 December 2021 six-month update (adopted by the Board in February 2022) and the time of this document’s publishing in June 2022. 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 \$347 million primarily due to anticipated increases in State aid revenues offset by decreased developer fees. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. 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 total Program Reserve is estimated to increase from \$3.1 million to \$4 million.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the June 2022 Semi-Annual Implementation Program Update. This Report will subsequently be placed on an August 2022 Board meeting agenda for adoption.

ADDITIONAL MATERIALS:

Attached: [Presentation for Semi-Annual Report \(8 pages\)](#)

[June 2022 Semi-Annual Implementation Program Update Report \(57 pages\)](#)



OXNARD SCHOOL DISTRICT

Ventura County

Master Construct & Implementation Program – 19th Semi-Annual Update

*Board of Trustees Presentation
June 22, 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 nineteenth 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:
 - ✓ Continued construction for the Rose Avenue reconstruction project
 - ✓ Submittal of approximately \$10.5 million in modernization applications for improvements to McAuliffe and Ritche elementary schools and \$12 million in preschool, TK, and kindergarten facilities grants for the State's consideration under Financial Hardship
- 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 and anticipated local sources over time as well as anticipated State aid reimbursements
- To date, the District has garnered approximately \$35 million in new construction and modernization State aid grant funds for completed projects
- The District applied for funding under the State's preschool, transitional kindergarten, and kindergarten facilities grant program to mitigate the demand for Title 5 compliant classrooms required for TK and preschool implementation

Status of Master Construct Projects

Completed - 100% Local Funding

✓	Project 1 Science Labs/Kindergartens (9)
✓	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)
	McAuliffe 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 has begun full implementation of the “Student Profile” at all K-6 grade levels and at select curriculum content areas for seventh and eighth grades
- The goal is to move to a more intellectually challenging curriculum that integrates the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promote student engagement, exploration, and 21st Century skills
- The 21st Century classrooms as designed and built in the District support these instructional shifts and it is important that all students have access to 21st Century learning environments
- The need for more emotional support for students has resulted from the pandemic and students learning remotely which will require the use of space on school sites for counseling and other mental health services as well as additional support services for students
- The State has elected to expand opportunities for younger learners to succeed by requiring districts to expand TK enrollment to all four-year-olds. The District has decided to implement the expanded TK program for all four-year-olds beginning in the fall 2022. Outside providers will provide the preschool program for eligible three-year-olds
- The District desires to place the four-year-olds at schools for matriculation purposes and will cluster the preschool programs throughout the District. Additional kindergarten classrooms may be needed to house TK students as TK enrollment grows. Locations at school sites will need to be determined based on space availability
- The District would like to continue to offer special education programs in clusters at school sites

State Aid

- To date, the District has garnered approximately \$35 million in new construction and modernization grant funds for completed projects
- In May 2022, the Governor Newsom released the May Revision of the 2022-23 State of California (State) budget for K-12 education allocating additional funds to the School Facility Program:
 - The May Revision included approximately \$4 billion in one-time General Fund monies for the SFP allocating \$2.2 billion in 2021-22, \$1.2 billion in 2023-24, and \$625 million in 2024-25 to support new construction and modernization projects
 - The May Revision also includes approximately \$1.8 billion in one-time funds for deferred maintenance, HVAC, and energy improvements
 - This is anticipated to be applied against the “Applications Received Beyond Bond Authority” waiting list allowing most of these to anticipate funding in the years ahead
- Approximately \$10.5 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritchee elementary schools for Financial Hardship consideration
- An approximately \$12 million grant application for preschool, TK, and kindergarten facilities for Driffill elementary was submitted for the State’s consideration under Financial Hardship
- The District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow

Proposed Master Budget - Sources

- The Proposed Master Budget has slightly increased to \$347 million primarily due to anticipated increases in State Aid revenues offset by decreases in developer fees

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	\$ 11,900,000	\$ -	\$ -	\$ 11,900,000	\$ -
Series E	\$ 24,600,000	\$ -	\$ -	\$ -	\$ 24,600,000
Total Master Construct Bonds	\$ 141,733,853				
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*	\$ 36,767,241	\$ -	\$ 25,340,295	\$ 10,463,203	\$ 963,742
Est. Developer Fees	\$ 41,072,159	\$ 7,454,555	\$ 4,424,484	\$ 777,892	\$ 28,415,228
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,087,018	\$ 1,594,953	\$ 3,856,391	\$ 681,167	\$ 2,954,508
Est. Total Sources	\$ 346,999,440	\$ 127,388,677	\$ 138,855,023	\$ 23,822,261	\$ 56,933,479

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

Proposed Master Budget - Uses

- Budgets for closed out projects were adjusted to reflect the actual expenditures to date, however, further adjustments may be required
- Seabridge project moved from Phase 3 to Phase 4
- Remaining K-5 and 6-8 projects moved from Phase 4 to Phase 3
- The total Program Reserve has been increased from \$3.1 million to \$4 million

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	\$ 9,756,633	\$ 557,358	\$ 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	\$ 41,990,714	\$ 41,990,714	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,191,904	\$ -	\$ 36,191,904	\$ -	\$ -
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	\$ 3,571,599	\$ -	\$ 3,571,599	\$ -	\$ -
Technology	\$ 12,234,498	\$ 12,184,723	\$ 49,775	\$ -	\$ -
Subtotal	\$ 329,215,599	\$ 141,904,518	\$ 114,021,272	\$ 18,677,331	\$ 54,612,479
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	\$ 4,005,052	\$ (14,515,841)	\$ 922,621	\$ 3,082,431	\$ -
Est. Total Uses	\$ 346,999,440	\$ 141,904,518	\$ 124,339,182	\$ 23,822,261	\$ 56,933,479
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 346,999,440				

*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 may require a substantial investment in the construction or retrofit of classrooms to become Title 5 compliant including 1,350 square feet of classroom, teacher prep areas, bathroom facilities, and age-appropriate furniture, fixtures, and equipment
- A proposed Enhanced Master Construct Program has been prepared for consideration by the Board that identifies projects for consideration that qualify for State modernization grants and are eligible for funding via local voter approval bond programs
- It is estimated that the District could raise approximately \$215 million in new general obligation bond proceeds if authorized by voters
- The next opportunity to seek voter authorization is 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 August 2022 Board meeting



June 2022



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees

CFW
— INC.



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Monica Madrigal Lopez, Trustee
Katalina Martinez, Trustee
Debra M. Cordes, Trustee

District Administrators

Dr. Karling Aguilera-Fort, Superintendent
Valerie Mitchell, Interim Assistant Superintendent, Business and Fiscal Services
Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Victor M. Torres, Assistant Superintendent, Human Resources
Dana Miller, Director of Facilities

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the nineteenth 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 December 2021 six-month update (adopted by the Board in February 2022) and the time of this document’s publishing in June 2022. 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 has begun full implementation of the “Student Profile” at all K-6 grade levels and at select curriculum content areas for seventh and eighth grades. The goal is to move to a more intellectually challenging curriculum that integrates the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promote student engagement, exploration, and 21st Century skills.

The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to

demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others. Greater reliance on technology and how to harness the power of technology to support learning will continue. Because the 21st Century classroom specification set by the District is flexible and mobile and promotes collaboration, teamwork and problem-solving, it is important that all students have access to this kind of learning environment.

The need for more emotional support for students as resulted from the pandemic and students learning remotely. This will require the use of space on school sites for counseling and other mental health services as well as additional support services for students.

The State of California has recently elected to further expand the opportunities for younger learners to succeed by requiring districts to expand transitional kindergarten (TK) enrollment to all four-year-old children. The District has decided to implement the expanded TK program for all four year olds beginning in the fall 2022. Outside providers will provide the preschool program for eligible three year olds. The District desires to place the four year olds at schools for matriculation purposes and will cluster the preschool programs throughout the District. As the State moves to implement full day preschool and TK, additional kindergarten classrooms will be needed to house the TK students. Locations at school sites will need to be determined based on school site space availability.

The District would like to continue to offer special education programs in clusters at school sites. Ideally, having a continuum of three special education (SDC) at the K-8 sites would be best so that students could remain at that school for the entire time they are in the District. For the mild to moderate program, having two classes of SDC at select school sites, a primary and an upper grade classroom, 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.

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. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms

for transitional (TK) and kindergarten (K) enrollment at existing school sites. 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:

- Continued construction for the Rose Avenue reconstruction project
- Submittal of approximately \$10.5 million in modernization applications for improvements to McAuliffe and Ritchen elementary schools and \$12 million in preschool, TK, and kindergarten facilities grants for Driffill elementary school for the State’s consideration under Financial Hardship

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.

All Mello Roos and Measure “R” bond proceeds have been received and applied towards 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, leaving approximately \$36.5 million in remaining authorization.

The District has garnered approximately \$35 million in new construction and modernization grant funds for completed projects. Approximately \$10.5 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritchen elementary schools under the State’s financial hardship program for placement on the State’s “Funding Beyond Authority” list. The District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow.

Total sources of funding are anticipated to slightly increase to approximately \$347 million from \$346.8 million primarily due to an anticipated increases in State aid revenues offset by decreased developer fees. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. 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.

As reported in December 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 construction of Seabridge elementary school is proposed to be moved to Phase 4 and remaining improvements planned for Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 4 to Phase 3. The design and construction for the Doris/Patterson K-5 school continues to be planned for Phase 4.

The total Program Reserve is estimated to increase from \$3.1 million to \$4 million. 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 August

EDUCATIONAL PROGRAM

In the fall of 2021, the District 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. The goal of this initiative is to move to a more intellectually challenging curriculum that integrates the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promote student engagement and exploration which has been referred to as “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 but taught through an integration with science and history social science. The District has begun full implementation of the “Student Profile” at all K-6 grade levels and at select curriculum content areas for seventh and eighth grades.

2.1 STUDENT PROFILE: CURRICULUM AND INSTRUCTION

In the fall of 2021, the District developed a “Student Profile” that lists the attribute, qualities and traits that students are expected to demonstrate upon leaving the District at the end of eighth grade. This initiative is in the beginning stages of implementation with the focus on training teachers, educating parents and students, and continuing to develop the integrate curriculum using the CCSS and NGSS. The District has begun to pilot the teaching of the integrated units of study for grades TK- 6 that integrate the History Social Studies and NGSS standards into the English and Spanish language arts and the math standards. All the integrated units are put into “Canvas,” an online learning management system, for easy access by all teachers and other staff. These units are designed to be intellectually challenging and require students to demonstrate mastery of the standards. The District acknowledges that 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 eighth grade to be culturally, academically, and linguistically responsive so that they can deal with life in positive and productive methods.

The District continues to move in the direction of bringing in instructional strategies that promote 21st Century skills such as digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating with others. To this effort, the District has adopted a standard of using Mathematical Thinking as an instructional tool to develop students into mathematical thinkers, to engage

students in tasks that promote creativity, collaboration and problem solving, provide for multiple entry points, and varied solution strategies to require students to engage in higher order thinking and complex reasoning tasks.

Likewise, the District has adopted a standard for an inquiry-based balanced literacy as foundational literacy. Students, however, need to learn to read for a purpose and to apply the literacy skills in real world situations that requires students to 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.

Because the middle schools are departmentalized, the integration of the CCSS and NGSS continues to be more challenging. The District remains focused on working with the seventh and eighth grades on integrating the CCSS and NGSS into their curriculum. This work has begun with the History Social Science standards and Social Justice Standards integrated with the English Language Arts standards into curriculum units.

Students participating in the afterschool program will continue working on the content in the integrated units that they began during classroom instruction thus extending their learning from the classroom into Extended Learning Opportunities. The District was intentional in aligning all the academic programs into the afterschool programs which was forward thinking as this will be a requirement for the Extended Learning Opportunities program that State is mandating for the next school year. The District has the structure and the curriculum in place to implement the Extended Learning Opportunities program as required.

Teachers continue to participate in regular collaboration meetings that provide time for teachers to discuss the data on student performance, what worked well, what needs to be improved and specific instructional strategies that are particularly helpful to support student learning. Ongoing regular collaborative working sessions will provide the vehicle for teachers to learning new techniques 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.

2.2 EXPANDED TRANSITIONAL KINDERGARTEN (TK)

The State of California has recently elected to further expand the opportunities for younger learners to succeed by requiring districts to expand transitional kindergarten (TK) enrollment to all four-year-old children. Historically, kindergarten attendance has been limited to children that have turned five by September 2 of every school year. School districts will now be given a three-year period to phase in TK enrollment requirements with students now eligible for TK in the Fall if they turn five between September

2 and February 2 for the 2022-23 school year, turn five by April 2 for 2023-24, and turn five by June 3 for 2024-25. Beginning in 2022, districts will also have the discretion, if desired, to fully accelerate implementation of the program by enrolling students at any time during the school year if a student will turn five years of age in that school year. Through the expansion of these programs, the State hopes to create for children greater equity in opportunities and learning outcomes, address bias, and promote equitable opportunities for early learners to sustain and accelerate the improved childhood outcomes associated with high-quality, early learning experiences. The expansion of TK enrollment to additional students by the State and the remaining need to continue upgrading prior approved facilities at all sites may require additional funding.

The District has decided to implement the expanded TK program for all four-year-old students beginning in the 2022-23 school year. Outside providers will continue to provide preschool programs for eligible three-year-old students. The District desires to place the four-year-old students at schools for matriculation purposes and will cluster the preschool programs throughout the District.

The State’s specifications for the new construction and funding of TK classrooms require a 1350 square foot classroom that meets Title 5 requirements, including a teacher prep area and age-appropriate furniture, fixtures, equipment and bathroom facilities. In anticipation of the expansion of the TK grade level at some point, all such new and reconstructed facilities have been designed and built by the District as “kinder-flex” facilities capable of meeting the Title 5 requirements for K, TK and Special Day-Severe (SDC) classrooms as needed. In addition, these classrooms have also been designed to accommodate Title 22 requirements for housing pre-school children as part of the design and construction of the Early Childhood Development Centers (ECDC) at Harrington and Lemonwood, beginning eight years ago.

The District has constructed 77 Title 5 classrooms compliant up to this point throughout the District for this purpose. At this time, it only requires 54 of these classrooms to house the current kindergarten enrollment, leaving approximately 23 Title 5 classrooms available today to house approximately 40 percent of the total amount that may be required. Compared to others, the district has done a good job of anticipating this need, recognizing that many other districts throughout the state are starting from scratch to meet this goal.

2.3 CONSIDERATIONS FOR MOVING FORWARD

As the District continues to move forward with this powerful instructional model, a continual review of the adopted facility specification for 21st Century classrooms will be needed. The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others.

One of the results of the pandemic and students learning remotely from a variety of locations, is the need for more emotional support for students. This will require the use of space on school sites for counseling and other mental health services as well as additional support services for students.

As the State moves to implement full day preschool and TK, additional kindergarten classrooms will be needed to house the TK students as the TK enrollment increases. Locations at school sites will need to be determined based on school site space availability.

The District would like to continue to offer special education programs in clusters at school sites. Ideally, having a continuum of three special education (SDC) at the K-8 sites would be best so that students could remain at that school for the entire time they are in the District. For the mild to moderate program, having two classes of SDC at select school sites, a primary and an upper grade classroom, 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.

As the District continues to move forward with the implementation of the "Student Profile" and the robust instruction and curriculum that requires students to create projects and products using digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating, the classroom to support the instructional strategies is necessary. Greater reliance on technology and how to harness the power of technology to support learning will continue into the future. Because the 21st Century classroom specification set by the District is flexible and mobile and promotes collaboration, teamwork and problem-solving, it is important that all students have access to this kind of learning environment.

STATE & LOCAL CONSIDERATIONS

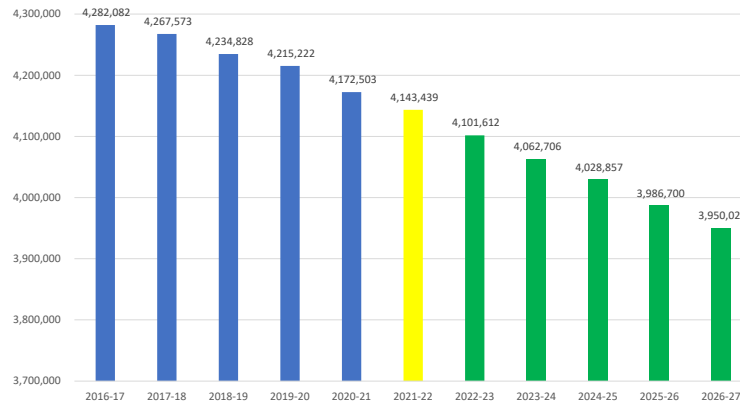
Periodically, the District receives updates on State and local considerations that may impact the implementation of the Master Construct Program (Program). The following section provides a brief update on the impact of the District’s declining enrollment on the Program as well as the State’s grant funding program for preschool, transitional kindergarten, and kindergarten facilities.

3.1 STUDENT ENROLLMENT

The California Department of Finance tabulates actual and projected K-8 enrollment based on Department of Education enrollment data and Department of Public Health births. According to the State, K-8 enrollment statewide has decreased over the last five years with an overall decline of approximately 2 percent over the last 3 years and is projected to continue to decline 5 percent over the next five year period, as indicated in Figure 1, due to a general decrease in births and a corresponding decrease in enrollment.

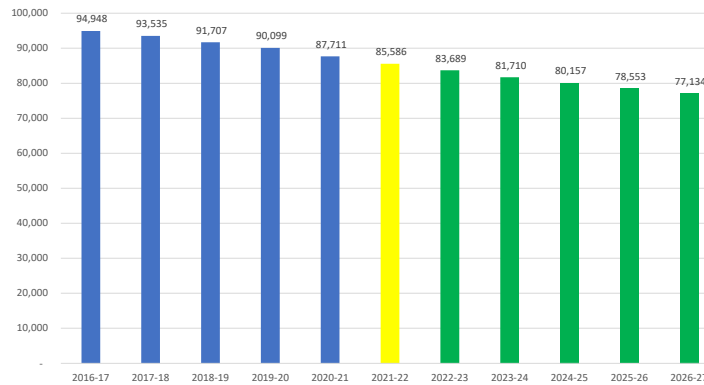
More locally, Figure 2 shows that K-8 enrollment in Ventura County has declined by 9.8 percent or 9,362 students since 2016-17 and is projected to continue to decrease by a similar 9.8 percent or 8,452 students over the next five years. As shown in Figure 3, annual enrollment in the Oxnard School District experienced significant decline since 2017-18 to date of approximately 14.5 percent or 2,441 students. Since 2019-20 alone, the District has undergone the subsequent impact of the COVID-19 pandemic with a decrease of 1,349 students. Future enrollment is projected to continue to decline by another 13.2 percent or 1902 students to 12,479 students by 2026-27.

Figure 1: California State K-8 Enrollment



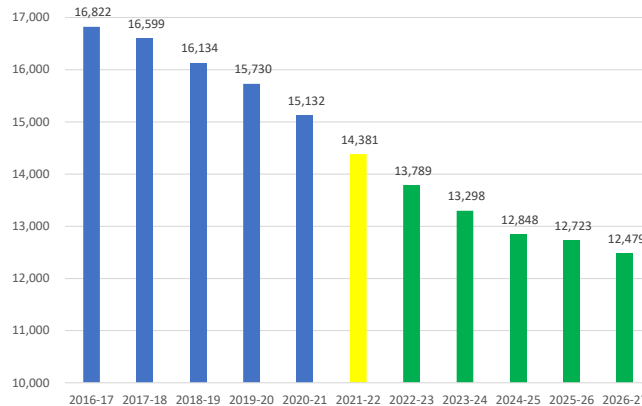
Sources: California State Department of Finance

Figure 2: Ventura County K-8 Enrollment



Sources: California State Department of Finance

Figure 3: Oxnard School District K-8 Enrollment



Sources: CALPADS; Powerschool (formerly DecisionInsite – powered by Hoonuit)

The methodology for projecting enrollment generally assumes matriculation of prior year grade level enrollment continuing at an ascribed rate through a district’s grade configuration annually. New kindergarten enrollment is in most part governed by the actual rates of births and subsequent enrollment within a district’s catchment area. Factors such as the impact of the COVID-19 pandemic, migration, immigration and new residential construction may substantially alter short term projections while still leveling out over a greater period.

However, new state requirements for TK and added requirements for kindergarten enrollment are projected to increase TK enrollment. Historically, kindergarten attendance has been limited to children that have turned five by September 2 of every school year. New State guidelines will now require districts to phase the full implementation of TK to all four- and five-year-old students by the year 2025-26. Districts, at their discretion, may elect to immediately implement the program beginning in 2022-23.

Table 1: Oxnard School District – Historical and Projected Enrollment by Grade

Grade	Historical Enrollment					Current	*Projected Enrollment					Net Change
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
TK	316	275	527	261	204	196	324	424	530	703	699	503
K	1,752	1,727	1,328	1,562	1,440	1,344	1,278	1,254	1,250	1,273	1,265	(79)
1st	1,847	1,750	1,720	1,574	1,582	1,436	1,342	1,284	1,267	1,278	1,294	(142)
2nd	1,845	1,827	1,718	1,700	1,573	1,543	1,413	1,319	1,269	1,269	1,283	(260)
3rd	1,859	1,813	1,794	1,699	1,656	1,504	1,494	1,372	1,284	1,252	1,264	(240)
4th	1,879	1,835	1,771	1,794	1,679	1,625	1,474	1,460	1,351	1,275	1,252	(373)
5th	1,954	1,858	1,809	1,757	1,771	1,646	1,588	1,443	1,436	1,340	1,274	(372)
K-5 Total	11,452	11,085	10,667	10,347	9,905	9,294	8,910	8,557	8,388	8,392	8,333	(961)
6th	1,878	1,913	1,790	1,763	1,708	1,711	1,583	1,547	1,417	1,426	1,327	(384)
7th	1,776	1,838	1,874	1,775	1,758	1,648	1,679	1,551	1,520	1,404	1,422	(226)
8th	1,716	1,763	1,803	1,845	1,761	1,728	1,619	1,642	1,523	1,500	1,396	(332)
6-8 Total	5,370	5,514	5,467	5,383	5,227	5,087	4,880	4,741	4,460	4,331	4,146	(941)
Total	16,822	16,599	16,134	15,730	15,132	14,381	13,789	13,298	12,848	12,723	12,479	(1,902)

**Projected enrollment provided from Powerschool (formerly DecisionInsite - powered by Hoonuit) online 2022 projections; projected SDC enrollment not provided by grade and has therefore been evenly distributed across grades TK-8*

Sources: CALPADS; Powerschool (formerly DecisionInsite – powered by Hoonuit)

Regardless of the timing of the program’s implementation, the new state requirements create a new grade level for enrollment and the subsequent need to house children in additional state approved TK/K facilities. The enrollment projections represented in Table 1 by the District’s consultants take these factors into consideration. A phased absorption is assumed over the next five years for TK students with annual TK enrollment projected to increase to 699 students through 2026-27, equating to approximately 55 percent of the projected kindergarten enrollment of 1,265 expected by 2026-27. With the increases in projected TK enrollment, overall kindergarten through 2026-27 is expected to decline, but at a much lower rate than would otherwise be expected. Overall, however, enrollment through grade 5 is expected to decline by 961 students. A similar anticipated decline in grade 6-8 enrollment of 941 students is anticipated.

3.2 STATE'S PRESCHOOL, TK, AND KINDERGARTEN FACILITIES GRANT PROGRAM

The State's Full Day Kindergarten Facilities Grant Program (FDKFGP) was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. The Governor's budget for Fiscal Year 2021-22 provides \$490 million to fund and expand the program to provide 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.

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. Funding is 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 a 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 a 50/50 (state/district) match for new construction and 60/40 (state/district) match for retrofit projects. All transitional kindergarten and preschool projects require a matching share of 75/25 (state/district).

Proposed facilities must meet Title 5 requirements and preschool projects will need to meet Title 22 requirements, including licensure requirements. The State is limiting the number of classrooms eligible for project funding for preschool and/or transitional kindergarten to a maximum of four classrooms for each grade level. There is a 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 uses a loading standard of 25 students for each classroom project.

Based on a review of enrollment and existing classrooms, an application for funding was submitted to the State for Driffill elementary school in April 2022 for the construction of 12 new classrooms for kindergarten, TK and preschool at the Driffill site. The application is intended to assist the Driffill site in meeting the educational specifications for TK and K students and the majority of the grant is designated to assist in the creation of an Early Childhood Development Center on the Driffill site similar to those operated at Harrington and Lemonwood.

Table 2 provides a summary of the estimated state grants available to the District by type and amounts in addition to the local match requirement. For districts like Oxnard with high rates of free and reduced lunch and exceed their statutory bonded indebtedness (with or without a waiver), eligible "Financial Hardship" funding is available allowing the State to fund the district's local match requirement, based on additional considerations. It is estimated that the District could be eligible for up to \$8.0 million in State grants, requiring a local combined match of approximately \$4.0 million should the District's application be awarded. Should the District qualify for "Financial Hardship", the State would provide the required

local share of approximately \$4.0 million, bringing the total potential grant amount from the State to approximately \$12 million of which approximately \$8.0 million would go toward TK/K facilities.

Table 2: Estimated Potential PS/TK/ K Grants for Driffill Elementary School

Driffill Elementary/ECDC	Total Elig. CRs	Eligible Pupils	Per Pupil Grant	Base Grant	Site Grants (35%)	Other Grants	Total Project	State Share	District Share
Kindergarten	4	100	\$14,623	\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$1,999,379	\$1,999,379
Transitional Kindergarten	4	100	\$14,623	\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$2,999,069	\$999,690
Subtotal	8	200		\$2,924,600	\$1,023,610	\$50,549	\$7,997,517	\$4,998,448	\$2,999,069
Preschool	4	100	\$14,623	\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$2,999,069	\$999,690
Subtotal	4	100		\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$2,999,069	\$999,690
Total	12	300		\$4,386,900	\$1,535,415	\$75,823	\$11,996,276	\$7,997,517	\$3,998,759

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.

The Master Construct Program has been focused on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with 21st Century Learning Environments. To date, four replacement school projects are complete and occupied. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms for transitional (TK) and kindergarten (K) enrollment at existing school sites. 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 facilities at Ritchen, 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. The deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide was also provided. Four new 21st Century reconstructed schools were provided at Harrington, Elm, Lemonwood, and McKinna elementary schools to replace the prior obsolete facilities. A new 12 classroom

building serving grades 6-8 was completed at Marshall elementary school. New kindergarten/flex classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools were completed, as well as 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. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K- 5 elementary school project was achieved. In addition, the design plans received DSA and CDE approval for the modernization improvements planned at McAuliffe and Ritchen elementary schools. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.

4.2 PROJECTS UNDERWAY

Construction is underway for the reconstructed Rose Avenue elementary school. The design plans for the modernization efforts planned at McAuliffe and Ritchen elementary schools have both received DSA and CDE approval and funding applications have been submitted to the State for Financial Hardship consideration. In October 2022, the design plans for the new Seabridge elementary school will be subject to code compliance review and required to be resubmitted to the DSA prior to the commencement of construction activities. As a result the Seabridge project is proposed to be moved from Phase 3 to Phase 4 to accommodate future enrollment growth or to be operated as a replacement school if the need arises. 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. Design and construction of the new Doris/Patterson 6-8 school has been deferred pending the approval of additional future funding. The design and construction of the new Doris/Patterson K-5 school continues to be proposed in Phase 4. MPR/gym and support facilities to be modernized at the remaining K-5 and 6-8 schools are proposed to be moved from Phase 4 to Phase 3. The MPR facilities for the K-8 schools are proposed to be implemented as part of the Enhanced Master Construct Program. An application has been submitted to the State for funding for new preschool, TK, and K classrooms at the Driffill elementary school site with implementation of the project pending approval of grant funding from the State and/or a future local funding source.

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

New facilities planned for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is planned to be constructed in two (2) phases. During the initial phase, the new campus buildings will be built on the existing play fields. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields. The District conducted a groundbreaking ceremony in late October 2021 which was well received. Construction commenced in early November 2021.

As of the end of May 2022, construction work continues on both Buildings A and B with the bolting and welding of the steel beams reaching completion on both buildings. The construction team will start on installing the metal decking which will be the sub-floor that will support the second floor and the roof. Structural steel work on Building C has also resumed. A logistics plan for the summer was approved by District personnel to provide additional site access to the construction team as well as to maintain access for the District site staff.



Rose Avenue Elementary School Construction Progress

The project is proceeding with construction utilizing existing local funds on hand. The current Board approved “all in” budget for the Rose Avenue project is \$51.1 million. No budget adjustments are recommended at this time.

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 \$12.4 million. The District would need to have substantial enrollment recovery at time of review of this application by the OPSC to qualify for funding.

4.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to 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. Upgrading the library into a Media Center is proposed which provides for the inclusion of 2 breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. 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 has been

submitted to the State under the financial hardship program for the project to be placed on the State's beyond bond authority list. It is estimated that this application could garner approximately \$5.5 million. Upon approval of the application by the State and receipt of funds, the project budget may require adjustment based on the construction costs at that time and final approved grants.

4.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District's vision and specification for 21st Century K-5 classrooms and student support facilities. The library improvements also provide for the inclusion of 2 breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, 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 has been submitted to the State under the financial hardship program for the project to be placed on the State's beyond bond authority list. It is estimated that this application could garner approximately \$5 million. Upon approval of the application by the State and receipt of funds, the project budget may require adjustment based on the construction costs at that time and final approved grants.

4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The New Seabridge K-5 School consists of a new elementary school north of Oxnard's Seabridge neighborhood along Wooley Road. The site was purchased in 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The design plans for the new Seabridge elementary school received DSA approval in October 2018 and CDE approval in July 2018. In October 2022, the design plans for the new Seabridge elementary school will be subject to a code compliance review and will require to be resubmitted to the DSA prior to the start of construction activities. The new Seabridge elementary school has been designed to provide increased District permanent capacity or a replacement school for other aging district schools if needed. It is proposed that the Seabridge project be moved from Phase 3 to the later Phase 4 implementation schedule to accommodate the estimated timing of future 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 \$16.8 million. The District would need to have substantial enrollment recovery at time of review of these applications by the OPSC to qualify for funding. The current Board approved "all in" budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time; however, cost increases may occur at time of implementation given recent trends in construction costs.

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. An adjustment decreasing the environmental planning and LAFCo efforts budget by \$243,214 to \$557,358 is recommended to account for actual expenditures and anticipated remaining efforts.

As reported in December 2021, the design and construction of the new Doris/Patterson 6-8 school has been deferred pending the approval of additional future funding. The design and construction of the new Doris/Patterson K-5 school continues to be proposed in Phase 4. The new Doris/Patterson K-5 school is yet to be designed and is dependent on the District’s need for increased capacity or replacement of aging schools. The current Board approved “all in” budget for the Doris/Patterson K-5 project is \$29.6 million. No budget adjustments are recommended at this time; however, cost increases may occur at time of implementation given recent trends in construction costs.

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 3. 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. The current Board approved “all in” budget for the MPR/gym is \$5.6 million. No budget adjustments are recommended at this time. The project is proposed to be moved from Phase 4 to Phase 3.

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

Dr. Manual M. Lopez Academy of Arts and Sciences is the smallest of the District’s 6-8 facilities. Replacement strategies for the existing campus were explored. Some level of interim improvement to the multipurpose facility may be required under any scenario for Dr. Lopez Academy. 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, a Board approved budget allowance of \$1.5 million has been established. No budget adjustments are recommended at this time. The project is proposed to be moved from Phase 4 to Phase 3.

4.2.6.3 K-8 P2P SCHOOLS: MULTIPURPOSE ROOM MODERNIZATION

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 was budgeted at 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. If no additional funding is identified, improvements in line with the original scope of the projects could be completed with either local funds or anticipated State reimbursements.

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.

No budget adjustments are recommended at this time. The projects are proposed to be moved from Phase 4 to Phase 3.

4.2.7 TK, K, AND ECCL FACILITIES AT DRIFILL ELEMENTARY SCHOOL

Based on a review of enrollment and existing classrooms, an application for funding was submitted to the State for Driffill elementary school in April 2022 for the construction of 12 new classrooms for kindergarten, TK, and preschool services at the Driffill site. The application includes a maximum of four classrooms for each grade. The application is intended to assist Driffill in meeting the educational specifications for TK and K students and to assist in the creation of an Early Childhood Development Center.

The State’s specifications for the new construction and funding of such classrooms require a 1350 square foot classroom that meets Title 5 requirements, including a teacher prep area and age-appropriate furniture, fixtures, equipment and bathroom facilities. The facilities are proposed to be designed and built to meet State Title 5 and district specification for TK/kindergarten classrooms as well as the Title 22 licensing requirements for preschool classrooms. A new playground would also be constructed in the center of the classrooms.

It is estimated that the District could be eligible for up to \$8.0 million in State grants, requiring a local combined match of approximately \$4.0 million should the District’s application be awarded. Should the District qualify for “Financial Hardship”, the State would provide the required local share of approximately \$4.0 million, bringing the total potential grant amount from the State to approximately \$12 million of which approximately \$8.0 million would go toward TK/K facilities. Implementation of the proposed new classrooms is pending receipt of State grant funds and/or a future local funding source.

4.2.8 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. 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.

A proposed Enhanced Master Construct Program has been prepared for consideration by the Board under a separate workshop. The proposed Enhanced Master Construct Program identifies projects for consideration that qualify for State modernization grants and are eligible for funding via local voter approval bond programs. A recommended program response by school site, grade configuration and specification, phasing, and type of funding is proposed and provided in detail in the proposed Enhanced Master Construct Program. Two major funding sources are proposed including a new General Obligation

(GO) Bond program requiring voter approval and estimated State reimbursement grants from eligible modernization improvements. A total of \$302.6 million in projects is estimated across all selected school sites, including a Program Reserve to accommodate unplanned contingencies.

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 garnered approximately \$35 million in new construction and modernization grant funds for completed projects. Approximately \$10.5 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritche elementary schools. The District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. 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 December 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."

In May 2022, the Governor Newsom released the May Revision of the 2022-23 State of California (State) budget for K-12 education allocating additional funds to the SFP. The State's historic revenue surplus presented an opportunity for the State to further support K-12 education on one-time programs and services. The May Revision included approximately \$4 billion in one-time General Fund monies for the SFP allocating \$2.2 billion in 2021-22, \$1.2 billion in 2023-24, and \$625 million in 2024-25 to support new construction and modernization projects. The May Revision also includes approximately \$1.8 billion in one-time funds for deferred maintenance, HVAC, and energy improvements. This is anticipated to be applied against the "Applications Received Beyond Bond Authority" waiting list allowing most of these to anticipate funding in the years ahead.

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

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 2022 pupil grant is currently \$5,568 for elementary grades and \$5,888 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 3 and 4 summarize the District’s remaining estimated eligibility for State modernization grants for 288 permanent and 60 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. The estimated eligibility accounts for FY2021-22 enrollment by school site and 2022 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 3 shows the estimated eligibility for permanent classrooms totaling \$42 million. The estimated eligibility for permanent classrooms has been adjusted to accommodate FY2021-22 enrollment and the 2022 per pupil grant amounts resulting in an estimated increase of approximately \$4 million when compared to the December 2021 report. Approximately \$16.9 million is currently available for McAuliffe

and Ritchen elementary schools and Dr. Lopez Academy and Frank middle school. Approximately \$5.9 million in grants are estimated to become eligible in the FY2021-25 period. The remaining eligibility of approximately \$19.2 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 3: 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	22	0		0		22	\$3,073,536	0		\$3,073,536
Chavez	39	0		0		0		39	\$5,428,800	\$5,428,800
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	41	0		41	\$6,488,576	0		0		\$6,488,576
Fremont	28	0		0		0		28	\$4,480,768	\$4,480,768
Harrington	0	0		0		0		0		\$0
Dr. Lopez Academy of Arts & Sciences	30	30	\$4,728,064	0		0		0		\$4,728,064
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,784,000	\$2,784,000
Marshall	26	0		0		0		26	\$3,619,200	\$3,619,200
McAuliffe	21	21	\$2,973,312	0		0		0		\$2,973,312
McKinna	0	0		0		0		0		\$0
Ramona	20	0		0		20	\$2,828,544	0		\$2,828,544
Ritchen	20	20	\$2,733,888	0		0		0		\$2,733,888
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,923,200	\$2,923,200
Soria	0	0		0		0		0		\$0
Total	288	71	\$10,435,264	41	\$6,488,576	42	\$5,902,080	134	\$19,235,968	\$42,061,888

*Current dollars

Table 4 demonstrates remaining eligibility of approximately \$8.5 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. The estimated eligibility for portable classrooms has been adjusted to accommodate FY2021-22 enrollment and the 2022 per pupil grant amounts resulting in an estimated increase of approximately \$700,000 when compared to the December 2021 report. To date, approximately \$3.9 million in modernization applications have been submitted to the OPSC for grant reimbursements. Additional modernization funding applications have been submitted to the OPSC for the improvements planned at McAuliffe and Ritchen 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.

Table 4: 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	\$278,400	0		\$278,400
Driffill	0	0		0		0		0		\$0
Elm	15	0		15	\$2,088,000	0		0		\$2,088,000
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,271,808	0		0		0		\$1,271,808
Harrington	5	3	\$417,600	2	\$278,400	0		0		\$696,000
Dr. Lopez Academy of Arts & Sciences	0	0		0		0		0		\$0
Kamala	6	0		5	\$696,000	1	\$139,200	0		\$835,200
Lemonwood	7	6	\$835,200	1	\$139,200	0		0		\$974,400
Marina West	0	0		0		0		0		\$0
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$139,200	0		0		0		\$139,200
McKinna	13	7	\$974,400	6	\$835,200	0		0		\$1,809,600
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$417,600	0		\$417,600
Sierra Linda	0	0		0		0		0		\$0
Soria	0	0		0		0		0		\$0
Total	60	25	\$3,638,208	29	\$4,036,800	6	\$835,200	0	\$0	\$8,510,208
Submitted Applications										
Project 1 - Fremont		8	\$1,271,808							
Project 1 - McAuliffe		1	\$139,200							
Harrington Kinder Annex				4	\$556,800					
Lemonwood K-8 Portables		6	\$835,200	1	\$139,200					
Elm Portables				4	\$556,800					
McKinna Portables		3	\$417,600							
Total		18	\$2,663,808	9	\$1,252,800	0	\$0	0	\$0	\$3,916,608
Remaining Eligibility		7	\$974,400	20	\$2,784,000	6	\$835,200	0	\$0	\$4,593,600

*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.

Table 5 demonstrates approximately \$3.9 million in modernization grants that have been received or are pending to be received shortly as part of the implementation of the Master Construct Program. The District has received approximately \$2.86 million for eligible improvements made to Fremont, Harrington, and Lemonwood. The listed grants for Elm and McKinna totaling approximately \$1.05 million are pending fund release from the State and are anticipated to be received by July 2022.

Table 5: Estimated Modernization Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Fremont	57/72538-00-026	131	0	\$1,003,960	\$93,926	\$1,097,886
2 Harrington	57/72538-00-027	87	0	\$581,160	\$108,508	\$689,668
3 Lemonwood	57/72538-00-028	175	0	\$841,400	\$239,311	\$1,080,711
Subtotal		393	0	\$2,426,520	\$441,745	\$2,868,265
Total Grants Received						\$2,868,265
1 Elm	57/72538-00-029	101	0	\$485,608	\$126,260	\$611,868
2 McKinna	57/72538-00-030	78	0	\$375,024	\$68,422	\$443,446
Subtotal		179	0	\$860,632	\$194,682	\$1,055,314
Total Applications pending Fund Release						\$1,055,314
Total Applications (5)		572	0	\$3,287,152	\$636,427	\$3,923,579

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 2022 pupil grant is currently \$14,623 for elementary grades and \$15,466 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 6 provides a summary of received funding and submitted applications for new construction grants during the Master Construct and Implementation Program totaling \$60 million. For applications not yet received funding, the shown grant amounts are estimated based on the State’s 2022 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. Approximately \$4.98 million in applications have received State grant approvals and are pending fund releases from the State, anticipated to be received by July 2022.

Three applications totaling approximately \$29 million remain on the State’s “beyond bond authority list” for the new Rose Avenue Elementary School and Seabridge Elementary School projects. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. 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 6: 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 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
5 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Subtotal		0	100	\$3,325,093	\$1,660,290	\$4,985,383
Total Applications pending Fund Release						\$4,985,383
1 Seabridge + Land	50/72538-00-025	575	13	\$8,765,465	\$7,070,025	\$15,835,490
2 Seabridge Use of Grants	50/72538-00-026	68	0	\$994,364	\$0	\$994,364
3 Rose Avenue	50/72538-00-027	675	35	\$10,954,815	\$1,439,250	\$12,394,065
Subtotal		1,318	48	\$20,714,644	\$8,509,275	\$29,223,919
Total Applications on State Beyond Bond Authority List						\$29,223,919
Total Applications (12)		2,766	183	\$45,574,220	\$14,584,640	\$60,158,860

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 7 presents State aid applications that have been filed with the OPSC that are awaiting review and funding by the State, totaling approximately \$39.7 million. It also reflects the current pupil grant amounts in effect for 2022 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. 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 have been recently filed for the modernization projects planned at Ritche and McAuliffe elementary schools to be placed on the State’s beyond authority list. These applications for Ritche and McAuliffe elementary schools have been submitted assuming Financial Hardship.

Table 7: 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
Seabridge + Land	New Const.	575	575	0	13	13	0	\$8,765,465	\$7,070,025	\$15,835,490
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$994,364	\$0	\$994,364
Rose Avenue	New Const.	675	675	0	35	26	9	\$10,954,815	\$1,439,250	\$12,394,065
*McAuliffe	Mod.	534	534	0	0	0	0	\$2,973,312	\$297,331	\$5,451,072
*Ritchen	Mod.	491	491	0	0	0	0	\$2,733,888	\$273,389	\$5,012,128
Total		2,343	2,343	0	48	39	9	\$26,421,844	\$9,079,995	\$39,687,119
	<i>Total New Construction Pupils Used</i>	1,318	1,318	0	48	39	9	\$20,714,644	\$8,509,275	\$29,223,919
	<i>Total Modernization Pupils Used</i>	1,025	1,025	0	0	0	0	\$5,707,200	\$570,720	\$10,463,200

**Total grant assumes Financial Hardship for McAuliffe & Ritchen*

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 \$4.79 per square foot of residential development and \$0.78 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 \$10.2 million in additional developer fee revenues as of April 30, 2022, for a grand total of \$13.6 million in collected revenues.

In April 2022, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study 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 \$3.16 per square foot for residential development and varied rates per square foot for commercial development as follows:

Table 8: Maximum School Fee per Square Foot for Commercial Development

CID Land Use Category	Maximum School Fee
Retail and Service	\$0.203
Office	\$0.318
Research and Development	\$0.276
Industrial/Warehouse/Manufacturing	\$0.245
Hospitals	\$0.252
Hotel/Motel	\$0.103
Self-Storage	\$0.006

Source: 2022 Residential and Commercial/Industrial Development School Fee Justification Study by Cooperative Strategies

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 7,067 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 7,067 future units, 4,452 are expected to be single family detached and 2,615 are expected to be multi-family attached units. By dividing the total amount of anticipated units (7,067) by the buildout period (13 years), it is anticipated that approximately 544 units may be built each year from 2022 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 Level 1 fee of \$3.16 per square foot of new residential development and the total square footage of approximately 1 million resulting from the construction of 544 units, the District could expect to receive an estimated \$3.7 million in developer fees annually.

As reported in December 2021, Cooperative Strategies reported to the District that due to the District’s enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fee of \$3.16 has been assumed 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 \$10.2 million in additional developer fee revenues as of April 30, 2022, for a grand total of \$13.6 million in collected revenues. Based on the projections provided by Cooperative Strategies and the 2022 Residential and Commercial/Industrial Development School Fee Justification Study, it is estimated that the District may collect approximately \$41.1 million in developer fees over the life of the Program using the current Level 1 fee of \$3.16.

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

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These 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 Proposition (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 a district to finance improvements over time.

The District has used G.O. bonds previously to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities, including those as part of the Master Construct Program. The District successfully passed local G.O. bond authorizations in 1997, 2006, 2012, and 2016.

5.3.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The 1997 authorization was approved by voters and authorized the sale of \$57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election.

The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. Table 9 summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

The District's outstanding bonds are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition (Prop.) 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is calculated to make the required bond interest and principal payments for a given period depending on the County's tax calculation policies. In

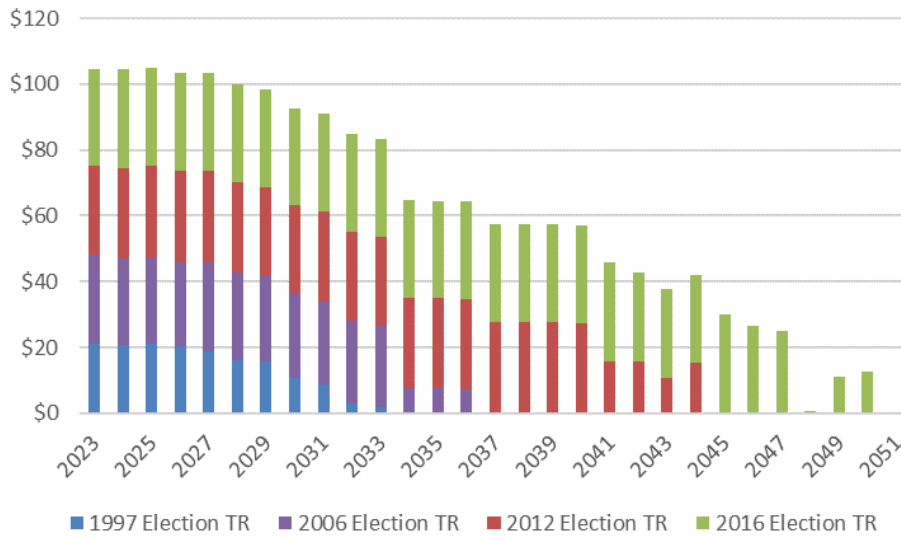
some cases, a county may initially over levy to establish a reserve fund which can be applied over time and enables a county to manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within a district. A variance can also be attributed to the collection of unitary taxes.

In the FY2021-22, Ventura County levied a tax rate of \$98.50 per \$100,000 of assessed value for the district’s combined outstanding bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next two years and continue to decline more rapidly thereafter. Table 10 illustrates the estimated annual tax rate per \$100,000 of assessed value to repay the bonds over the remaining term of the District’s outstanding bonds.

Table 9: Summary of District G.O. Bond Authorizations and Past Issuances

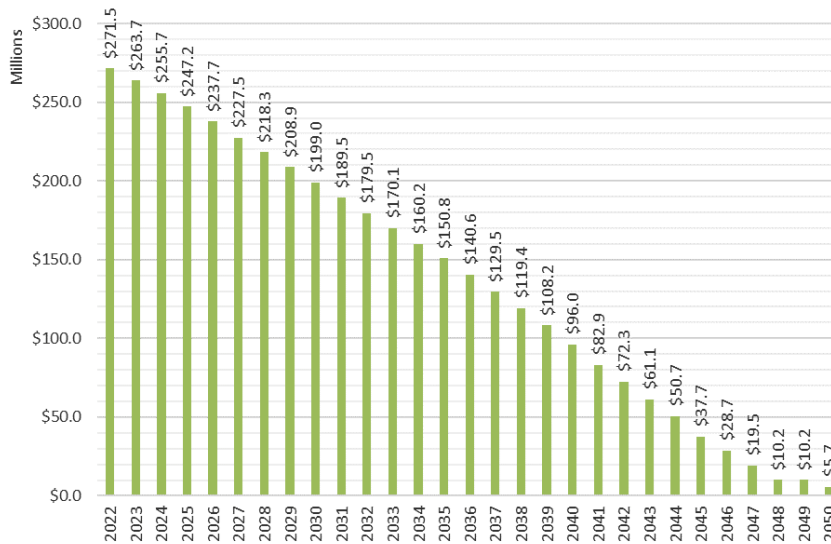
Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio ⁽¹⁾	Years Remaining	Refunded Series
1997 Election (Prop. 46 Election)						Authorization: \$57,000,000	
New Money Issues							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
Total			\$57,000,000				
Refunding Issues							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$975,000	1.96	0	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$30,000	1.46	0	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$1,080,000	1.62	2	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$13,605,000	1.18	10	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$13,325,000	1.12	11	10Ref, 11Ref, 12Ref
Total			\$29,015,000		1.20	11	
1997 Election 2020-22 Tax Rate: \$0.00						Remaining Authorization: \$0	
2006 Election (Prop. 39 Election)						Authorization: \$64,000,000	
New Money Issues							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	11	
Total			\$63,997,467				
Refunding Issues							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$5,425,000	1.36	4	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	14	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$11,100,000	1.23	4	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,890,000	1.18	11	14Ref, 15Ref
Total			\$40,517,467		1.46	14	
2006 Election 2021-22 Tax Rate: \$19.70						Remaining Authorization: \$0	
2012 Election (Prop. 39 Election)						Authorization: \$90,000,000	
New Money Issues							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$10,580,000	1.79	21	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$1,170,000	1.99	6	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	16	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$4,020,000	1.89	6	
Total			\$90,000,000				
Refunding Issues							
2019	Taxable	10/31/2019	\$13,057,988	\$12,355,000	1.48	21	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$66,855,000	1.38	22	2013B, 2014C, 2015D
Total			\$97,005,000		1.48	22	
2012 Election 2021-22 Tax Rate: \$47.10						Remaining Authorization: \$0	
2016 Election (Prop. 39 Election)						Authorization: \$142,500,000	
New Money Issues							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$81,000,000	2.13	24	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,931,626	2.16	25	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,995,135	1.99	28	
Total			\$105,991,760	\$104,926,760	2.12	28	
2016 Election 2021-22 Tax Rate: \$31.70						Remaining Authorization: \$36,508,240	
All Elections Total			\$316,989,228	\$271,464,228	1.69	28	
Aggregate 2021-22 Tax Rate: \$98.50							

Table 10: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value



The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$271.5 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year FY2049-50, with total annual payments ranging between \$9.7 million and \$19.9 million for the next 28 years. Total principal to be repaid year-to-year range from \$5.9 million to \$13.4 million, while interest payments range from \$464,500 to \$11.0 million. Figure 4 indicates that the District had approximately \$271.5 million in total outstanding G.O. bonded indebtedness in FY2021-202 and declining thereafter. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY2049-50.

Figure 4: Remaining G.O. Bond Principal Outstanding Over Time



5.3.2 DISTRICT HISTORICAL ASSESSED VALUE & BONDING CAPACITY

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 11 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 11: Historic District Total 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%

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District’s total assessed valuation at the

time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State. In 2017, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.12 percent of the District’s total assessed valuation. As calculated in Table 12, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$321.5 million. Table 12 indicates that the District had approximately \$271 million in total outstanding G.O. bonded indebtedness as of 2021-22, resulting in a current net bonding capacity of approximately \$50.0 million. Overall, the District is currently utilizing 143.22 percent of its statutory bonding capacity.

Table 12: District’s Bonding Capacity

Fiscal Year 2021-22	
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%
* 2017 Waiver	
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%

Additional bonding capacity requires an increase in the assessed valuation of the District over time and/or the repayment outstanding principal. The District may also elect to pursue authorization from the State Board of Education for a waiver to increase its bonding capacity as it has successfully obtained in the past.

5.3.4 ADDITIONAL G.O. BOND SALES

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 5 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 5 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.

Figure 5: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



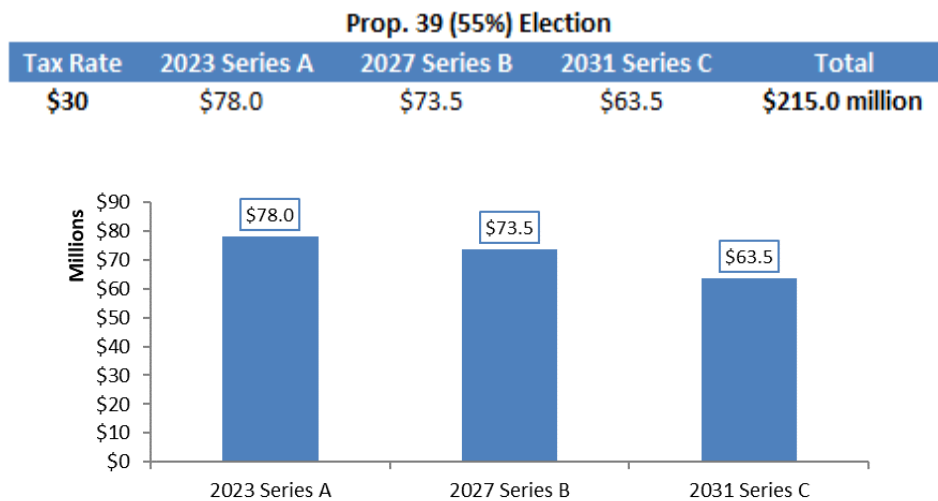
The availability of additional funds issued in 2020 Series C is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, 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 \$11.9 million for the 2024 Series D issuance and \$24.6 million for the 2028 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 3.5 percent, 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.

5.3.5 ADDITIONAL G.O. BOND AUTHORITY

Proposition 39 authorizes school districts to issue new bonds upon a 55 percent 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 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 \$215 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. The issuance of additional bonds may require authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully garnered in the past.

Figure 6: Estimated 2022 Election Bond Proceeds



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 December 2021 Semi-Annual Report, the total budget was approximately \$257 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 13 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2022 totaling approximately \$215.8 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 December 2021 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2022 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 13, 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 April 30, 2022, the District disclosed expenditures of approximately \$34.5 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$13.7 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 13: 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	\$7,767,119	\$7,669,851	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,767,119	
Doris/Patterson Acquire Land	\$9,199,275	\$0	\$0	\$0	\$75,044	\$205,921	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCD Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,730	\$2,802	\$0	\$0	\$0	\$0	\$507,358
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,776,013
Design & Reconstruct Lemonwood Elem K-8	\$41,981,218	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$14,838,960	\$6,968,618	\$388,855	\$82,327	\$15,359	\$0	\$0	\$0	\$0	\$41,990,714
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$0	\$371,370	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$1,164,669	\$19,923	\$0	\$0	\$0	\$0	\$0	\$32,878,847
Design & Reconstruct Seabridge K-5	\$3,019,331	\$0	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$377,275	\$301,651	\$0	\$0	\$0	\$0	\$0	\$3,019,331
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$665,360	\$1,890,610	\$16,647,525	\$14,958,735	\$1,928,504	\$101,171	\$0	\$0	\$0	\$0	\$36,191,904
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	(\$1,288)	\$339,496	\$8,434,210	\$0	\$0	\$0	\$0	\$10,826,235
Design & Reconstruct Marina West K-5	\$492,786	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$492,786
Design & Construct Doris/Patterson K-5	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057
Design & Improve K-5 Kindergarten Facilities																
Ritchen	\$552,588	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588
Brekke	\$275,097	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097
McAuliffe	\$321,487	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$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	\$0	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,500,945	\$89,180	\$271,185	\$1,007,240	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,945
Design & Construct Science Labs/Academies																
Chavez	\$649,121	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121
Current	\$598,603	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603
Kamala	\$619,816	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,079,278
Fremont	\$1,901,281	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281
Total Science Labs/Academies	\$4,848,099	\$200,104	\$1,253,766	\$3,191,705	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,848,099
Project 1 Remaining Adjustment	\$0															
Kindergarten Flex Classrooms																
Brekke	\$1,909,465	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,909,465
McAuliffe	\$2,472,793	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$0	\$0	\$0	\$2,472,793
Ramona	\$2,192,490	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$0	\$0	\$0	\$2,192,490
Ritchen	\$2,597,633	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$0	\$0	\$0	\$2,597,633
Total Kindergarten Flex Classrooms	\$9,172,380	\$0	\$0	\$0	\$0	\$0	\$2,542,992	\$6,292,234	\$337,154	\$0	\$0	\$0	\$0	\$0	\$0	\$9,172,380
Kindergarten Annex Improvements																
Harrington	\$3,215,039	\$0	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$0	\$0	\$0	\$3,215,039
Lemonwood	\$3,655,246	\$0	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$3,123,055	\$126,417	\$37,424	\$0	\$0	\$0	\$0	\$3,571,599
Total Kindergarten Annex Improvements	\$6,870,285	\$0	\$0	\$50,764	\$143,637	\$97,514	\$1,855,735	\$1,345,141	\$3,130,007	\$126,417	\$37,424	\$0	\$0	\$0	\$0	\$6,786,638
Marshall K-8 12 Classroom Addition	\$13,019,406	\$0	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$0	\$0	\$0	\$13,019,406
Planning related to MPRs for P/P K-8 Schools	\$166,253	\$0	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$166,253
Driffill MPR	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099
Technology Phase 1	\$12,184,723	\$1,293,151	\$7,531,055	\$2,170,169	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,184,723
Technology Phase 2	\$49,775	\$0	\$0	\$0	\$0	\$63,465	\$187,239	\$16,213	(\$127,279)	\$0	\$0	\$0	\$0	\$0	\$0	\$49,775
Driffill Construct Kindergarten Classrooms	\$450,394	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,394
McAuliffe 21st Century Modernization	\$445,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$445,760
Ritchen 21st Century Modernization	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$444,029
Program Planning	\$243,997	\$243,997	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$243,997
Program Reserve																
TOTAL	\$257,004,633	\$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	\$8,609,855	\$3,146,592	\$3,146,592	\$3,146,592	\$3,146,592	\$215,777,096

Notes:
 1. Fiscal Year 2021-22 expenditures are as of April 30, 2022
 2. Budgets have been adjusted per the December 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 \$346.8 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 December 2021 six-month review and provide recommended adjustments for the next six-month period. The combined total expenditures have slightly increased to \$347 million, inclusive of a \$4 million Program Reserve. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. 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.

As reported in December 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 construction of Seabridge elementary school is proposed to be moved to Phase 4 and remaining improvements planned for Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 4 to Phase 3. The design and construction for the Doris/Patterson K-5 school continues to be planned for Phase 4. A slight overall increase in funding sources is anticipated primarily due to increases in estimated State aid revenues offset by decreased developer fees.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 14 presents the adopted Master Construct Program budget as of December 2021 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$346.8 million and is funded from a combination of local and State resources. A Program Reserve is included to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Table 14: 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	\$ 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

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 15 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 slightly increase to approximately \$347 million primarily due to an anticipated increases in State aid revenues offset by decreased developer fees.

Total State aid revenues have increased by approximately \$1 million. Total developer fee revenues decreased by approximately \$700,000. Total interest earnings for the Program are anticipated to remain at \$9.1 million based on the anticipated level of funds available. The combined total expenditures have decreased to \$342.9 million. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. 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.

As reported in December 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 construction of Seabridge elementary school is proposed to be moved to Phase 4 and remaining improvements planned for Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 4 to Phase 3. The design and construction for the Doris/Patterson K-5 school continues to be planned for Phase 4. The total Program Reserve is estimated to increase from \$3.1 million to \$4 million.

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 15: 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	\$ 11,900,000	\$ -	\$ -	\$ 11,900,000	\$ -
Series E	\$ 24,600,000	\$ -	\$ -	\$ -	\$ 24,600,000
Total Master Construct Bonds	\$ 141,733,853				
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*	\$ 36,767,241	\$ -	\$ 25,340,295	\$ 10,463,203	\$ 963,742
Est. Developer Fees	\$ 41,072,159	\$ 7,454,555	\$ 4,424,484	\$ 777,892	\$ 28,415,228
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,087,018	\$ 1,594,953	\$ 3,856,391	\$ 681,167	\$ 2,954,508
Est. Total Sources	\$ 346,999,440	\$ 127,388,677	\$ 138,855,023	\$ 23,822,261	\$ 56,933,479
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	\$ 9,756,633	\$ 557,358	\$ 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	\$ 41,990,714	\$ 41,990,714	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,191,904	\$ -	\$ 36,191,904	\$ -	\$ -
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	\$ -	\$ -	\$ -
Drifill 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	\$ 3,571,599	\$ -	\$ 3,571,599	\$ -	\$ -
Technology	\$ 12,234,498	\$ 12,184,723	\$ 49,775	\$ -	\$ -
Subtotal	\$ 329,215,599	\$ 141,904,518	\$ 114,021,272	\$ 18,677,331	\$ 54,612,479
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	\$ 4,005,052	\$ (14,515,841)	\$ 922,621	\$ 3,082,431	\$ -
Est. Total Uses	\$ 346,999,440	\$ 141,904,518	\$ 124,339,182	\$ 23,822,261	\$ 56,933,479
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 346,999,440				

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

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 is completed and was funded primarily by Measure “R” bond proceeds. Phase 1 completed 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 Districtwide. Harrington, Elm, and Lemonwood were reconstructed into three new 21st century schools. A new 12 classroom building was completed 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 April 30, 2022 resulting in some overall budget increases and savings within Phase 1. In total, the Phase 1 budget includes \$142.9 million in improvements.

Table 16: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,767,119	\$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572	(\$243,214)
Subtotal			\$8,324,478	(\$243,214)
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,776,013	\$0
Lemonwood K-8	2014/18	2014/18	\$41,981,218	\$9,497
Elm Elem. K-5	2014/19	2014/19	\$32,878,847	\$0
Subtotal			\$98,645,575	\$9,497
Design & Improve K-5 Kindergarten Facilities				
Ritchen**	2013/14	2013/14	\$552,588	\$0
Brekke			\$275,097	\$0
McAuliffe			\$321,487	\$0
Driffill			\$351,773	\$0
Subtotal			\$1,500,945	\$0
Design & Construct Science Labs (Project 1)				
Chavez Science Labs K-8	2013/14	2013/14	\$649,121	\$0
Curren Science Labs K-8			\$598,603	\$0
Kamala Science Labs K-8			\$619,816	\$0
Dr. Lopez Science Labs 6-8 & Utility Upgrades			\$1,079,278	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,901,281	\$0
Subtotal			\$4,848,099	\$0
Project 1 Adjustment				
			\$0	\$0
Childhood Development Center Improvements				
Harrington	2015	2015	\$3,215,039	\$0
Subtotal			\$3,215,039	\$0
Planning for K-8 MPRs				
Marshall K-8: 12 Classroom Building	2016	2016	\$166,253	\$0
Technology	2015/17	2015/17	\$13,019,406	\$0
	2013/15	2013/15	\$12,184,723	\$0
Program Improvements Subtotal			\$141,904,518	(\$233,717)
Program Reserve			(\$14,749,558)	\$233,717
Program Improvements Total			\$141,904,518	(\$233,717)

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

Phase 2 provided for the reconstruction of McKinna elementary to a new 21st century school. New kindergarten/flex classrooms were completed at Brekke, McAuliffe, Ritchen, and Ramona elementary

schools, as well as a kindergarten annex at Lemonwood elementary school. The District also 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 received DSA and CDE approval for the planning modernization improvements to McAuliffe and Ritchen elementary schools with construction awaiting funding from the State. The Brekke COP payoff has been completed within Phase 2. Recommended adjustments to projects include accounting for project actuals as of April 30, 2022 for completed and close out projects resulting in overall savings in Phase 2.

Table 17: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Doris/Patterson K-5 / Middle School	2018	2018	\$9,199,275	\$0
Subtotal			\$9,199,275	\$0
Construct New School Sites: Master Construct				
Seabridge K-5	2018/2024	2018/2024	\$3,019,331	\$0
Dorris Patterson K-5 (Planning)	2020	2020	\$492,786	\$0
Dorris Patterson 6-8 (Planning)	2020	2020	\$278,057	\$0
Reconstruct School Sites: Master Construct				
Rose Avenue K-5	2018/2024	2018/2024	\$51,071,913	\$0
McKinna K-5	2017	2017	\$36,558,911	(\$367,008)
Construct Kinder/SDC Classrooms				
Brekke	2018	2018	\$1,909,465	\$0
McAuliffe	2018	2018	\$2,472,793	\$0
Ramona	2018	2018	\$2,192,490	\$0
Ritchen	2018	2018	\$2,597,633	\$0
Classroom/Library/MPR Modernizations				
McAuliffe (Planning/Design)	2019	2019	\$450,394	\$0
Ritchen (Planning/Design)	2019	2019	\$445,760	\$0
Construct K-8 Multipurpose Room				
Driffill (Planning)	2020	2020	\$78,099	\$0
Childhood Development Center Improvements				
Lemonwood	2019	2019	\$3,655,246	(\$83,647)
Subtotal			\$104,772,223	(\$450,654)
Technology	2020	2020	\$49,775	\$0
Program Improvements Subtotal			\$114,021,272	(\$450,654)
Program Reserve			\$394,471	\$528,150
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			\$124,339,182	\$77,496

*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 Ritchen. The design plans for the new Seabridge elementary school received DSA approval in October 2018 and CDE approval in July 2018. In October 2022, the design plans for the new Seabridge elementary school will be required to be resubmitted to the DSA for plan approval

renewal. The new Seabridge elementary school has been designed to provide increased district capacity or a replacement for other aging district schools when needed. It is proposed that the Seabridge project be moved to the later Phase 4 implementation schedule to accommodate the estimated timing of future funding. To accommodate existing needs, 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 are proposed to be moved from Phase 4 to Phase 3. A Program Reserve of \$3.1 million is estimated during Phase 3. Phase 3 also accounts for continued lease payments related to the District’s outstanding Doris/Patterson COP. Table 18 provides a summary of the proposed Phase 3 budget and schedule.

Table 18: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Seabridge	2018/2024	2018/2026	\$25,549,101	\$0
Classroom/Library/MPR Modernizations				
McAuliffe	2024	2024	\$4,501,846	\$0
Ritchen	2024	2024	\$3,913,493	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2027	2025	\$697,557	\$697,557
Ramona	2027	2025	\$1,755,474	\$1,755,474
Construct Academic Program Space: Master Construct				
Brekke	2027	2025	\$459,373	\$459,373
Ramona	2027	2025	\$292,151	\$292,151
Construct Gym & Modernize MPR				
Fremont	2027	2025	\$5,557,436	\$5,557,436
Modernize MPR				
Dr. Lopez Academy of Arts & Sciences	2027	2025	\$1,500,000	\$1,500,000
Program Improvements Subtotal			\$18,677,331	(\$25,549,101)
Program Reserve			\$0	\$3,082,431
Program Lease Payments				
COP for Land Acquisition	2026-29	2026-29	\$2,062,500	\$0
Subtotal			\$2,062,500	\$0
Program Improvements Total			\$23,822,261	(\$22,466,670)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

The design and construction of the new Doris/Patterson K-5 school continues to be proposed in Phase 4. The new Doris/Patterson K-5 school is yet to be designed and is dependent on the District’s need for increased capacity or replacement of aging schools. An allowance of \$54.6 million is provided in Phase 4 to complete the new Seabridge and Doris/Patterson K-5 elementary schools. These projects are included within Phase 4 based on the current approved budget, however cost increases may occur at time of implementation given recent trends in construction costs. 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. The Phase 4 budget provides an allowance of

\$54.6 million for improvements and \$2.3 million for COP payments, for a total of \$56.9 million. No program reserve is provided during Phase 4. Phase 4 concludes the Master Construct and Implementation Program.

Table 19: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson K-5	2021/2026	2021/2026	\$29,063,377	\$0
Seabridge	2018/2024	2018/2026	\$25,549,101	\$25,549,101
Program Improvements Subtotal			\$54,612,479	\$25,549,101
Program Reserve			\$2,702,028	\$0 (\$2,702,028)
Program Lease Payments				
COP for Land Acquisition	2026-29	2026-29	\$2,321,000	\$0
Subtotal			\$2,321,000	\$0
Program Improvements Total			\$56,933,479	\$22,847,074

*Current dollars

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of the proposed phasing strategy for the Program. Table 20 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. The schedule for the reconstruction of Rose Avenue has been adjusted for substantial completion from July 2023 to September 2023 with landscaping to be completed by December 2023. The schedule has been adjusted to accommodate 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 from Phase 4 to Phase 3 assuming an implementation start in FY2024-25. Likewise, the schedule has been adjusted to move the construction of the new Seabridge elementary school to Phase 4, assuming an implementation start in FY2025-26.

Table 20: Summary Schedule

	Fiscal Year															
	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																
Multipurpose Rooms:																
Fremont																
Dr. Lopez Academy																
Ramona																
Brekke																

Based on the identified phasing plan, Table 21 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$51.1 million.

Table 21: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Construct:			
Rose Avenue	Jan-2017	Sep-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
19-Jan-22	A.6	Presentation of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Presentation regarding the December 2021 Semi-Annual Implementation Program Update, for adoption at the February 2, 2022 regular Board meeting.	Information
2-Feb-22	C.1	Approval and Adoption of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approval and Adoption of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approved
2-Mar-22	C.9	Ratification of Work Authorization Letter #8 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the McKinna Elementary School Reconstruction Project	Ratify WAL #8 for Master Agreement #13-129 with Knowland Construction Services, for DSA Inspector of Record (IOR) Services and In-Plant Inspections, in the amount of \$8,722.00, to be funded from the Master Construct and Implementation Program	Approved
20-Apr-22	D.5	Approval of Resolution #21-29 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifhill Preschool Classrooms	Approve Resolution #21-29 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifhill Preschool Classrooms	Approved
20-Apr-22	D.6	Approval of Resolution #21-30 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifhill Transitional Kindergarten Classrooms	Approve Resolution #21-30 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program Drifhill Transitional Kindergarten Classrooms	Approved
20-Apr-22	D.7	Approval of Resolution #21-31 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifhill Kindergarten Classrooms	Approve Resolution #21-31 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifhill Kindergarten Classrooms	Approved
1-Jun-22	D.1	Consideration and Approval of Resolution #21-37 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds	Approve Resolution #21-37 authorizing issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregated Principal Amount of Not to Exceed \$10,650,000, and Approving All Related Documents and Actions	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Reconvene to Closed Session

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

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 12-03 - Expulsion, Readmission (Action Item)Consider the Request to Expel Student:
 - Case No. 21-07 (Action Item)

3. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case #2022030227
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

4. 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

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Principals (2)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 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: June 22, 2022

Agenda Section: Section A: Preliminary

Recognition of Parent Volunteers of the Year (Aguilera-Fort)

The Board of Trustees will recognize Parent Volunteers of the Year from each of the district's schools for 2021-2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Parent Volunteers of the Year from each of the district's schools for 2021-2022.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Recognition of Retirees (Aguilera-Fort)

The Board of Trustees will recognize Certificated and Classified retirees, as listed.

<i>Name</i>	<i>Title</i>	<i>Years of Service</i>
Sheri Anderson	Teacher Grade 1	14
Deborah Arevalo	Teacher Grade 3	39
Aurora Arteaga	Child Nutrition Cafeteria Coordinator	26
Albert Balam	Custodian	19
Jennifer Beckwith	Teacher Grade 5	26
Michelle Beltran	Teacher Kindergarten	35
Jennifer Braun	Teacher Grade 3	20
Mary Chaparro	Human Resources Technician	39
Ronald Colbert	Child Nutrition Worker	30
Laura Dean	Secretary	33
Elizabeth Delgado	Campus Assistant	15
Patricia Einstein	Teacher Grade 2	22
Linda Gonzales	Child Nutrition Cafeteria Coordinator	26
Theresa Guerrero	Child Nutrition Worker	7
Ronald Heaton	Teacher Grade 4	25
Tamara Leftwich	Teacher Grade 2	25
Amparo Maciel	Child Nutrition Cafeteria Coordinator	17
Joann Martinez	Child Nutrition Worker	23
Alfred Morales	Custodian	27
Marylou Morehead	Custodian	17
Janice Northrup	Teacher Sp Ed M/S	11
Diane Olmos	Paraeducator III	22
Lisa Perris	Teacher Literacy Intervention	24
Pam Pond	Teacher Resource Spec. Support	35
Paul Ramirez	Teacher Grade 5	27
Theresa Romero	Teacher Grade 2	21
Juan Sablan	Campus Assistant	5
Blanca Saldana	Paraeducator II	38
Suzanne Shapiro	Teacher Resource Spec. Support	7
Carolyn Solano	Teacher Grade 1	24
Robert Thacker	Teacher Sp Ed M/M	25
Ricardo Valdes	Child Nutrition Worker	11

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees recognize Certificated and Classified retirees, as listed.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section A: Preliminary

Recess (10 minutes)

There will be a brief recess.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section B: Hearing

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Accept Correction to Executive Summary for the Developer Fee Study and Developer Fee Increase (Mitchell)

At the Board Meeting of April 20, 2022, the Board of Trustees approved Resolution #21-26 for the Residential and Commercial/Industrial Development School Fee Justification Study and Resolution #21-27 to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development.

It was discovered that the amount of the developer fee was incorrectly stated as \$3.18 on the executive summaries for both of the referenced agenda items. The correct amount is \$3.16 and was stated correctly in the study document and both resolutions.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the correction to the executive summary for Resolution No. 21-27 to increase the statutory school fees and for Resolution No. 21-26, school fee justification study.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Mitchell)

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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


OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

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


Unless amended by Board action, these approved signatures will be considered valid for the period of July 1, 2022 through December 31, 2022.

Date of Board Action: June 22, 2022

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

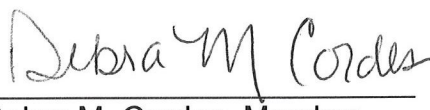
PART I

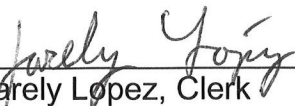
Signatures of Members of the Board

Signature: 
Veronica Robles-Solis, President
of the Board of Trustees

Signature: 
Monica Madrigal Lopez, Member
of the Board of Trustees

Signature: 
Katalina Martinez, Member
of the Board of Trustees


Signature: 
Debra M. Cordes, Member
of the Board of Trustees

Signature: 
Jarely Lopez, Clerk
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

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

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


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

Signature: 
Dr. Victor Torres
Title: Assistant Superintendent, Human Resources

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

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

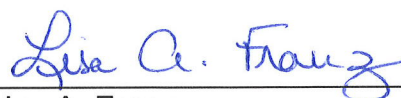
Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: 
Dr. Anabolena DeGenna
Title: Assistant Superintendent, Educational Services

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

Signature: 
Mary Grandall Plasencia
Title: Director of Finance

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

Signature: 
Lisa A. Franz
Title: Director of Purchasing

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

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of May 31, 2022 was 14,431. This is 662 less than the same time last year.

FISCAL IMPACT:

None.

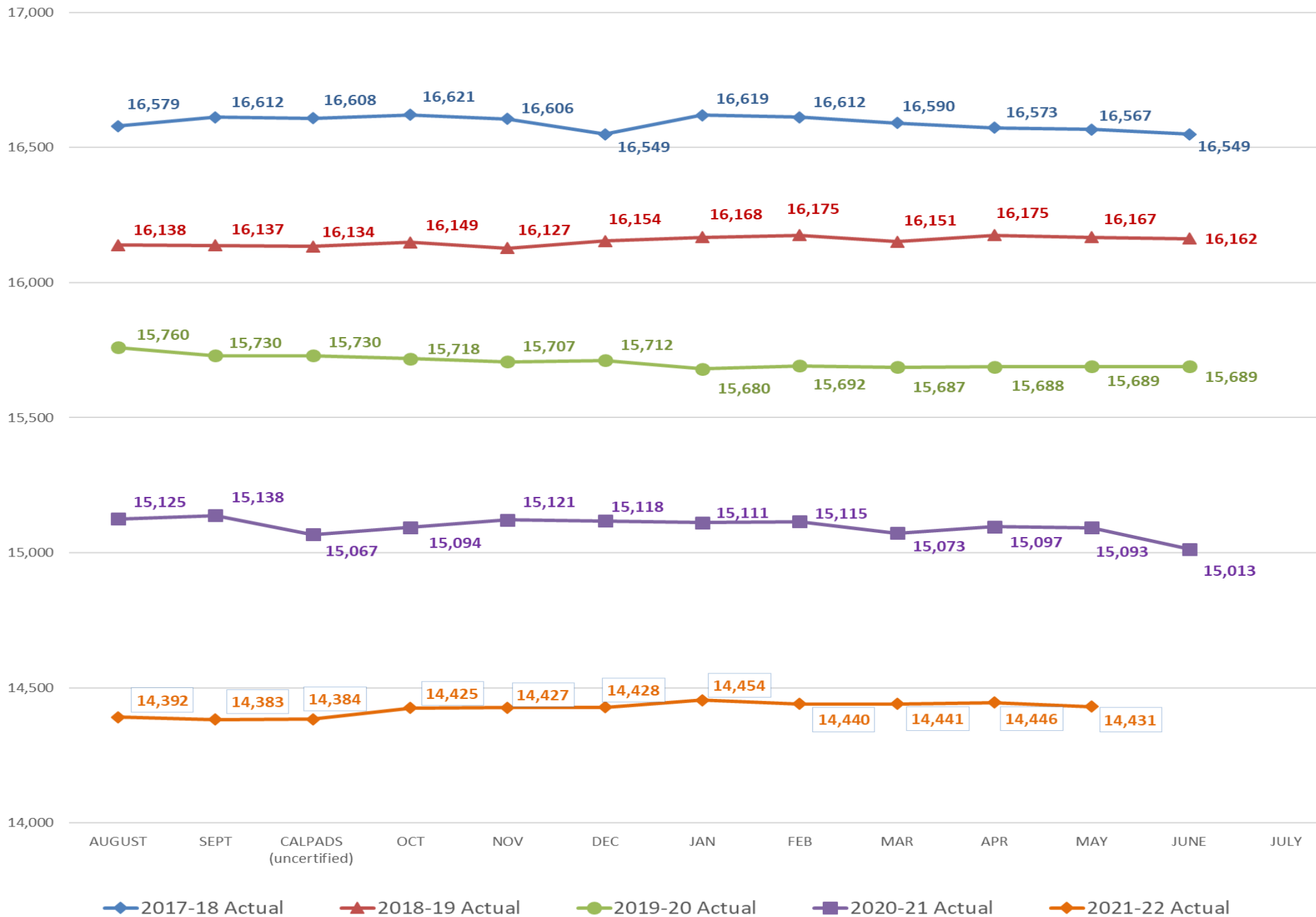
RECOMMENDATION:

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: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Resolution #22-01 to Authorize Appropriation Transfers for 2022-2023 (Mitchell/Crandall Plasencia)

The administration is requesting Board Approval of Resolution #22-01, authorizing the Interim Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary for the 2022/2023 fiscal year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-01 to authorize appropriation transfers for the 2022/2023 fiscal year, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-01 \(1 page\)](#)

OXNARD SCHOOL DISTRICT
RESOLUTION #22-01
TO AUTHORIZE APPROPRIATION TRANSFERS

WHEREAS, the Oxnard School District has need to make appropriation transfers at year end to permit the payment of obligations of the district incurred during the school year; and

WHEREAS, the district may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification;

BE IT THEREFORE RESOLVED that the Oxnard School District authorizes the Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary to permit payment of obligations of the District incurred during the 2022-23 fiscal year.

Adopted this 22nd day of June, 2022.

Ayes:

Noes:

Abstain:

Absent:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 22, 2022.

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Resolution #22-02 for Authorization to Make Temporary Loans between District Funds for 2022/2023 (Mitchell/Crandall Plasencia)

The Administration is requesting Board approval of Resolution #22-02, allowing for temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2022/2023 fiscal year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-02 \(1 page\)](#)

OXNARD SCHOOL DISTRICT
RESOLUTION #22-02
TO AUTHORIZE TEMPORARY TRANSFER
OF FUNDS FISCAL YEAR 2022-2023

WHEREAS, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of the fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

WHEREAS, when there are insufficient funds to meet district obligations in the fund, and

WHEREAS, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

WHEREAS, repayment of the temporary loan will be made from income received, and

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2022-2023 fiscal year.

PASSED AND ADOPTED this 22nd day of June, 2022 by the Board of Trustees of the Oxnard School District of Ventura County, California, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Resolution #22-03: Authorization for Expenditure Transfers for 2022/2023 (Mitchell/Crandall Plasencia)

The Administration is requesting Board approval of Resolution #22-03 authorizing the Superintendent to make such expenditure transfers as may be necessary to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2022/2023 fiscal year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #22-03 authorizing expenditure transfers for the 2022/2023 fiscal year, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-03 \(1 page\)](#)

OXNARD SCHOOL DISTRICT
RESOLUTION #22-03
AUTHORIZATION FOR EXPENDITURE TRANSFERS

WHEREAS, The School Business and Advisory Services of the Ventura County Office of Education requires minutes orders of the Board accompany the notice of expenditure transfers, and

WHEREAS, a blanket authorization would satisfy this requirement;

BE IT THEREFORE RESOLVED that the Oxnard School District Board of Trustees hereby authorize the Superintendent to make such expenditure transfers as may be necessary for the 2022-2023 fiscal year, to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2022-2023 fiscal year.

ADOPTED THIS 22nd day of June, 2022.

Ayes:

Noes:

Abstain:

Absent:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 22, 2022.

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Resolution #22-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2022 (Mitchell/Crandall Plasencia)

The Administration is requesting Board approval of Resolution #22-04, reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2022.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve Resolution #22-04 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2022, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-04 \(1 page\)](#)

OXNARD SCHOOL DISTRICT

RESOLUTION # 22-04

**AUTHORITY FOR THE BOARD OF TRUSTEES TO
IMPROVE SALARIES AND BENEFITS FOR CERTAIN
CATEGORIES OF EMPLOYEES AFTER JULY 1, 2022**

The recommendation is that the Board of Trustees reserve the right to grant to those employees who are members of the confidential, supervisory, or management groups, and as such are not covered by labor contracts, the right to salary and benefits improvements. This Resolution would remove any doubt that the Board of Trustees has the right to improve salaries and benefits to non-represented employees on or after July 1, 2022, and to set the amounts and effective date of any such improvements.

WHEREAS, employees who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, no members of collective bargaining units, and their salaries and benefits are not negotiated in labor contracts; and,

WHEREAS, the Board of Trustees believes that salary and benefits consideration should be given to employees in confidential, supervisory, or management positions,

THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District reserves the right to consider and to improve salaries and benefits of confidential, supervisory or management employees in Fiscal Year 2022-2023 and to make any such salary and benefits improvements effective July 1, 2022, or at any date thereafter during Fiscal Year 2022-2023.

This is to certify that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 22, 2022.

Ayes:

Noes:

Abstain:

Absent:

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Approval of 2022-23 Education Protection Account (EPA) Spending Plan (Mitchell/Crandall Plasencia)

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper income taxpayers.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEA's) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement. LEA's received EPA payments quarterly beginning with the 2013-14 fiscal year.

It is estimated that Oxnard School District will receive \$36,375,527.00 in EPA funding for 2022-23 fiscal year. The Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance recommend the funds be used as outlined on the attachment.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2022-23 Education Protection Account Spending Plan as per the attachment.

ADDITIONAL MATERIALS:

Attached: [2022-23 Planned Education Protection Account Expenditures \(1 page\)](#)



**OXNARD SCHOOL DISTRICT
2022-23 PLANNED EDUCATION PROTECTION
ACCOUNT EXPENDITURES**

2022-23 Adopted Budget

Estimated EPA Amount Available

\$ 36,375,527

Estimated Amount per Site Distribution-Expenditure Function 1000
(Instruction, Salary & Benefits)

Soria	\$ 2,447,699
Curren	\$ 2,311,716
Driffill	\$ 2,719,666
Elm	\$ 1,427,824
Frank	\$ 3,195,607
Fremont	\$ 2,651,674
Harrington	\$ 1,019,875
Haydock	\$ 2,311,716
Chavez	\$ 2,107,741
Kamala	\$ 2,175,732
Lemonwood	\$ 2,175,732
Marina West	\$ 1,087,866
McAuliffe	\$ 1,223,850
McKinna	\$ 1,359,833
Marshall	\$ 1,835,774
Ramona	\$ 1,223,850
Ritchen	\$ 1,223,850
Brekke	\$ 1,223,850
Rose Avenue	\$ 1,223,850
Sierra Linda	\$ 1,427,824
	<u>\$ 36,375,527</u>

2022-23 Total Estimated Expenditures

\$ 36,375,527

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Disclosure of Collective Bargaining Agreement with OSSA (Mitchell/Crandall Plasencia)

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OSSA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides:

- 3.5% on-schedule salary increase, retroactive to 2021-22 fiscal year
- 3.0% off-schedule bonus for fiscal year 2021-22 only
- Establish a minimum annual health benefit contribution/cap of \$2,200, effective for the 2022-23 health benefit plan year

FISCAL IMPACT:

- \$485,492 for the 3.5% on-schedule increase, for the 2021-22 fiscal year
- \$416,136 for the 3.0% off-schedule bonus, for the 2021-22 fiscal year
- \$268,118 for the health benefit contribution/cap, for the 2022-23 health benefit plan year

All above fiscal impacts will be paid from a combination of ESSER and LCFF Supplemental & Concentration funds.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA as presented.

ADDITIONAL MATERIALS:

Attached: [Disclosure of Collective Bargaining Agreement with OSSA \(5 pages\)](#)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Oxnard Supportive Services Association (OSSA)

The proposed agreement covers the period:
 Beginning: July 1, 2021
 Ending: June 30, 2022

Employee Type:
 Certificated: X
 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: June 22, 2022

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2021-22	For Multi-year Agreements	
				Year 2 2022-23	Year 3 2023-24
1.	Salary Schedule - Increase/(Decrease)	\$ 11,285,658	\$ 394,998 3.50%	\$ %	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.	\$	\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)	\$ 338,570	\$ 3.00%	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,387,420	\$ 153,022 6.41%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 3,514	\$ 268,118 7629.99%	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 13,676,592	\$ 1,154,708 8.44%	\$ %	\$ %
7.	Total Number (FTE) of Represented Employees	# 121	# 121	#	#
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 113,030	\$ 9,543 8.44%	\$ %	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary:
 District and Oxnard Supportive Services Association (OSSA) negotiated a 3.0% off schedule one time bonus for 2021-22, and a 3.5% increase to the 2021-22 OSSA salary schedule.
 Additionally, District and OSSA agreed to establish a District contribution toward Health & Welfare Benefits (cap) of a minimum of \$2,200 per OSSA member.

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

N/A

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

N/A

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

No.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Current year cost of the 3.5% on-schedule and 3.0% off-schedule retro amounts paid for fiscal year 2021-22 will be paid from ESSER-II funds (Resource 3212).

2. How will the ongoing cost of the proposed agreement be funded in future years?

The ongoing cost of the salary agreement will be funded from General Fund restricted and unrestricted funds, as applicable for the various OSSA positions.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2021-22 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions OEA settlement 5.16.22	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	184,847,974	0	0	184,847,974
Remaining Revenues (8100-8799)	76,594,806	0	0	76,594,806
TOTAL REVENUES	261,442,780	0	0	261,442,780
EXPENDITURES				
1000 Certificated Salaries	90,381,860	733,568	4,183,763	95,299,191
2000 Classified Salaries	32,117,471	0	0	32,117,471
3000 Employees' Benefits	46,457,078	421,140	862,274	47,740,492
4000 Books and Supplies	19,363,436	0	0	19,363,436
5000 Services and Operating Expenses	41,737,966	0	0	41,737,966
6000 Capital Outlay	934,633	0	0	934,633
7100-7499 Other	4,895,741	0	0	4,895,741
TOTAL EXPENDITURES	235,888,185	1,154,708	5,046,037	242,088,930
OPERATING SURPLUS (DEFICIT)	25,554,595	(1,154,708)	(5,046,037)	19,353,850
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	25,554,595	(1,154,708)	(5,046,037)	19,353,850
BEGINNING BALANCE	44,264,320	0	0	44,264,320
CURRENT YEAR ENDING BALANCE	69,818,915	(1,154,708)	(5,046,037)	63,618,170
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	14,330,998	0	0	14,330,998
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	38,855,744	(1,154,708)	(5,046,037)	32,654,999
Reserve for Economic Uncertainties (9789)	16,512,173	0	0	16,512,173
Unappropriated Amounts (9790)	0	0	0	0

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

Multi-Year Projections

	(Col. 1) 2021-22 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2022-23	(Col. 3) Budget Year 2 2023-24
REVENUES			
LCFF Revenues (8010-8099)	184,847,974	173,668,035	175,828,475
Remaining Revenues (8100-8799)	76,594,806	65,416,284	56,323,488
TOTAL REVENUES	261,442,780	239,084,319	232,151,963
EXPENDITURES			
1000 Certificated Salaries	95,299,191	90,162,298	88,617,899
2000 Classified Salaries	32,117,471	31,979,339	32,609,556
3000 Employees' Benefits	47,740,492	52,189,498	48,124,531
4000 Books and Supplies	19,363,436	18,911,260	17,591,134
5000 Services and Operating Expenses	41,737,966	43,556,999	43,845,152
6000 Capital Outlay	934,633	1,679,663	1,379,633
7100-7499 Other	4,895,741	1,110,231	1,110,261
TOTAL EXPENDITURES	242,088,930	239,589,288	233,278,166
OPERATING SURPLUS (DEFICIT)	19,353,850	(504,969)	(1,126,203)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	19,353,850	(504,969)	(1,126,203)
BEGINNING BALANCE	44,264,320	63,618,170	63,113,201
CURRENT YEAR ENDING BALANCE	63,618,170	63,113,201	61,986,998
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	14,330,998	11,516,388	4,481,729
Committed (9750 / 9760)	0	0	0
Assigned (9780)	32,654,999	27,517,885	24,726,326
Reserve for Economic Uncertainties (9789)	16,512,173	23,958,928	32,658,943
Unappropriated Amounts (9790)	0	0	0

Multi-Year Projections Assumptions:

The figures for 2022-23 and 2023-24 are based on the 2021-22 Second Interim Report and MYP.

Assumptions are as of the 2021-22 Second Interim Report and the SSC Dartboard for the 2022-23 January Governor's Budget Proposal.

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2021-22	2022-23	2023-24
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 242,088,930	\$ 239,589,288	\$ 233,278,166
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 7,262,668	\$ 7,187,679	\$ 6,998,345

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2021-22	2022-23	2023-24
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 16,512,173	\$ 23,958,928	\$ 32,658,943
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted <u>Unrestricted</u> Reserves	\$ 16,512,173	\$ 23,958,928	\$ 32,658,943

3. Do Unrestricted reserves meet the state standard minimum reserve amount?


Yes

No

H. Certification


The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.


 District Superintendent
 (Signature)

Dr. Karling Aguilera-Fort
 Printed Name

June 8, 2022
 Date


 District Chief Business Official
 (Signature)

Valerie Mitchell, MPPA
 Printed Name

June 8, 2022
 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2022-2023 (Mitchell/Franz)

In an effort to reduce costs and reduce continuous board approval requests throughout the year, District Administration requests the Board's approval to use piggyback bids to purchase products and services.

The District has used piggyback bids such as California Multiple Award Schedules (CMAS), CalSave, Los Angeles Unified School District contracts, National Intergovernmental Purchasing Alliance (National IPA), National Joint Powers Alliance (NJPA), U.S. Communities and Western States Contracting Alliance to purchase computers, equipment, office supplies, custodial supplies, copiers, furniture, printers and more.

The State of California Department of General Services (DGS) and Public Contract Code §20118 allow school districts to participate in Cooperative Purchasing Programs. Districts and other agencies throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other Districts, if beneficial, to bypass their own bid process and utilize goods or services that have already been bid. Large districts purchasing a high volume of goods/services that include a piggyback clause in their contracts, will allow other districts to benefit in the cost savings. Purchasing staff will evaluate and compare bid pricing of available programs to determine the most cost effective avenue for the District.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director, Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #21-10 (Mitchell /Franz)

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

1. A listing of Purchase orders issued 05/05/2022 through 05/06/2022 for the 2021-2022 school year, for \$4,863,875.08
2. There are no Draft Payments issued from 05/05/2022 through 05/06/2022, for the 2021-2022 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-10 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #21-10 \(13 Pages\)](#)

Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04034	COSTCO WHOLESALE CORPORATION	SORIA	Mat/Sup - Instructional	952.00
P22-04059	COSTCO WHOLESALE CORPORATION	MARSHALL	Mat/Supp-Instructional	546.25
P22-04077	School Datebooks	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	2,258.91
P22-04078	Children's Museum of Santa Barbara, MOXI	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	432.00
P22-04079	Lakeshore Learning Materials	SIERRA LINDA	Materials/Sup-Ins. (C. Bouvet)	197.15
P22-04080	Lakeshore Learning Materials	DRIFFILL	MATL/SUPP-Camilon	560.30
P22-04081	Insect Lore Products	MCAULIFFE	Materials & Supplies- Instructional	21.84
P22-04082	Audio Dynamix, Inc.	MCAULIFFE	Equipment- Sound System	6,226.83
P22-04083	SCHOOL SERVICES OF CALIFORNIA, INC.	BUDGET	Payroll Staff Conference Webinar 5/17/22	1,375.00
P22-04084	Children's Museum of Santa Barbara, MOXI	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	526.00
P22-04085	Lakeshore Learning Materials	SAN MIGUEL	Mat& Sup; M. Biggerstaff; Classroom Funds	250.00
P22-04086	Lakeshore Learning Materials	HARRINGTON	Materials & Supplies	290.53
P22-04087	Lakeshore Learning Materials	HARRINGTON	MATERIALS & SUPPLIES	500.66
P22-04088	Play With A Purpose	SAN MIGUEL	Materials & Supplies	8,052.58
P22-04090	Supershuttle	EARLY CHILDHOOD	Travel/Conf - Instruction	477.62
P22-04091	Staples Direct	WAREHOUSE	Stores Supplies	2,337.51
P22-04092	HOTEL CORQUE	ED SERVICES	Instructinal Leadership Event	21,601.08
P22-04094	PARAGON SYSTEMS, INC	MARINA	Equip/Tech-Parent Engagement	18,675.00
P22-04095	Calif Dept Of Educ Accounting Office	BUDGET	2020-21 Excess Interest- Fund 120 Rsc 6130 Reserve	1,323.00
P22-04097	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	5,131.20
P22-04098	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,227.25
P22-04099	BSN Sports	WAREHOUSE	Stores Supplies	536.42
P22-04100	Ashton Awards Inc Aswell Trophy	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	54.21
P22-04101	Ashton Awards Inc Aswell Trophy	SORIA	Mat/Sup - Instructional	520.58
P22-04102	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	2,234.82
P22-04103	COSTCO WHOLESALE CORPORATION	MCAULIFFE	Materials/Supplies- Instructional	1,201.75
P22-04104	Amazon Com	WAREHOUSE	Stores Supplies	768.51
P22-04105	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES	2,480.08
P22-04106	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	65.76
P22-04107	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	17,477.62
P22-04108	CN School & Office Sol, Inc Culliver-Newlin	SAN MIGUEL	Materials & Supplies	901.38
P22-04109	NETWORK CRAZE TECHNOLOGIES INC	IT	COMP EQUIP	108,048.25
P22-04110	WISHTOYO FOUNDATION	CURRENT	matl/sup - instructional	405.00
P22-04111	HEZE LLC	FACILITIES	COVID Materials and Supplies	8,356.51
P22-04112	Pro Image Sports	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,384.05
P22-04113	Kern County Superintendent of Schools	E&S P	CONF LCAP 3.05	30.00

*** See the last page for criteria limiting the report detail.

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

ESCAPE ONLINE

Page 1 of 13

Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04114	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	E&S P	MTRL/SUPL	8,283.02
P22-04115	Children's Museum of Santa Bar bara, MOXI	RITCHEN	SERVICES - Instructional	784.00
P22-04116	Spicers Paper Inc	GRAPHICS	Materials and Supplies	4,392.40
P22-04117	The EcoHeroShow LLC	CURREN	serv - instructional	300.00
P22-04118	Children's Museum of Santa Bar bara, MOXI	LEMONWOOD	SERVICES (Instructional)	558.00
P22-04119	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	66.10
P22-04120	Office Depot Bus Ser Div	CURREN	matl/sup -instructional	762.07
P22-04121	360 Degree Customer, Inc	Special Ed	SERV(PARA-S. ZARCO)	35,600.00
P22-04122	California School Boards Assoc	BUSINESS	CONF-P.Lomeli.Brown Act Webinar 5-10-22	250.00
P22-04123	PANERA BREAD BAKERY	DRIFFILL	MATL/SUPP-INSTRUCTIONAL	546.25
P22-04124	Witherspoon Ent Inc DBA Port A Stor	E&S P	SERV	2,500.00
P22-04125	INSTITUTE FOR EDUCATIONAL LEAD ERSHIP INC	ED SERVICES	Conf-	1,210.00
P22-04126	ELIN KELSEY	ED SERVICES	BWET/SERV	1,500.00
P22-04127	TARGET CORPORATE GIFTCARDS	EFCE	Gift cards to be purchased with a donation.	15,008.00
P22-04128	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	LOPEZ	MATL/SUPPLY-INSTRUCTION	2,000.00
P22-04129	SCHOOL TECH SUPPLY	MARINA	Comp/Equip - Admin	1,616.33
P22-04130	SCHOOL TECH SUPPLY	HARRINGTON	MATERIALS & SUPPLIES	1,070.44
P22-04131	SCHOOL TECH SUPPLY	MCAULIFFE	Computer Supplies	5,241.69
P22-04132	SCHOOL TECH SUPPLY	HARRINGTON	NON CAPITALIZED EQUIPMENT-4400	7,444.26
P22-04133	Lakeshore Learning Materials	DRIFFILL	MATL/SUPP-Camilon	203.10
P22-04134	Hand2mind	E&S P	MTRL/SUPL LCAP 1.12	50,732.95
P22-04135	SCHOOL TECH SUPPLY	MCAULIFFE	Computer Supplies	2,069.87
P22-04136	Children's Museum of Santa Bar bara, MOXI	SORIA	SERV - Instructional	270.00
P22-04137	General Binding Corp.	MARINA	MATL/SUPL - Instructional	2,386.83
P22-04138	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	545.92
P22-04139	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,090.32
P22-04140	Veritiv Operating Company	WAREHOUSE	Stores Supplies	1,736.53
P22-04141	SANTA BARBARA ZOO	ROSE	Field trip 2nd Grade	1,173.00
P22-04142	AMERICA'S TEACHING ZOO	RAMONA	Entrance fees- Moorpark Teaching Zoo	550.00
P22-04143	Subway	SP & SO	mat/sup - Instructional	1,000.00
P22-04144	Grainger Inc	WAREHOUSE	Stores Supplies	694.31
P22-04145	Sandra A. Alexander	Special Ed	SVC	6,240.00
P22-04146	Twig Education Inc.	ED SERVICES	SERV/SUPP CONC FUNDS (LCAP 1.29)	43,426.88
P22-04147	LA Custom Craft	BREKKE	Specialized Material	1,376.55
P22-04148	Ashton Awards Inc Aswell Troph y	LEMONWOOD	MAT/SUPPLIES (ADMIN)	26.22
P22-04149	Maad Graphics	ROSE	School counselor	1,365.63
P22-04150	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV - Instructional	600.00
P22-04151	SCHOOL NUTRITION ASSOCIATION	CNS	dues	70.00

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Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04152	CALIF SCHOOL NUTRITION ASSOC.	CNS	membership	55.00
P22-04153	COSTCO WHOLESALE CORPORATION	SIERRA LINDA	PO for Costco/Snack during CAASPP Testing	400.00
P22-04154	SCHOOL SPECIALTY LLC	WAREHOUSE	Stores Supplies	3,162.13
P22-04155	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,937.93
P22-04156	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,301.09
P22-04157	Twig Education Inc.	ERC	Textbooks: New Science Adoption K-5	2,794,864.65
P22-04158	Staples Direct	MARINA	Comp/Equip - Admin	794.17
P22-04159	Staples Direct	HARRINGTON	COMPUTER EQUIPMENT OVER \$500.00	710.11
P22-04160	Home Depot Inc	MARSHALL	Matl/Supp-Instructional	77.64
P22-04161	TRI-COUNTY OFFICE FURNITURE	FRANK	MATL-SUP/EQUIP (WELLNESS CENTERS MOU)	26,719.11
P22-04162	Amazon Com	LOPEZ	Matl-Sup/Equip (Wellness Centers MOU)	24,073.12
P22-04163	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,407.72
P22-04164	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	32,237.32
P22-04165	Houghton Mifflin Harcourt	ERC	Textbooks	6,192.02
P22-04166	Houghton Mifflin Harcourt	ERC	Textbooks	2,281.14
P22-04167	Houghton Mifflin Harcourt	ERC	Textbooks	5,253.83
P22-04168	Houghton Mifflin Harcourt	ERC	Textbooks	29,890.80
P22-04169	WALTER P. SCHWARTZ	HR	SERV	30,000.00
P22-04170	LOUISE KATHLEEN TAYLOR	HR	SERV	2,437.00
P22-04171	Amazon Com	RISK MGMT	Ergo Materials and Supplies	581.07
P22-04172	LA-Fig Lease Owner, LLC Hotel Figueroa	ED SERVICES	Conf- Title 1	622.74
P22-04173	SHRM	RISK MGMT	Membership Application	229.00
P22-04174	Amazon Com	RISK MGMT	Ergo Materials and Supplies	657.10
P22-04175	Children's Museum of Santa Barbara, MOXI	SIERRA LINDA	Field Trip 2nd gr. Team May 16th&19th	736.00
P22-04176	Office Depot Bus Ser Div	BREKKE	Materials and Supplies	853.91
P22-04177	THE DISCOVERY SOURCE, INC.	EARLY CHILDHOOD	Mat/Sup - Instruction	898.27
P22-04178	CABE	HR	MEMB (M. Batista)	90.00
P22-04179	Superior Sanitary Supplies	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	121.66
P22-04180	NANCY PAULSON EXTREME MATH	E&S P	MTRL/SUP LCAP 1.12	617.25
P22-04181	Lakeshore Learning Materials	HARRINGTON	MATERIALS & SUPPLIES	704.75
P22-04182	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	8,752.85
P22-04183	Houghton Mifflin Harcourt	ERC	Textbooks	1,900.95
P22-04184	Lakeshore Learning Materials	MARINA	MATL/SUPL-Instr	219.57
P22-04185	Lakeshore Learning Materials	ROSE	KINDER	2,513.94
P22-04186	Lakeshore Learning Materials	ROSE	ISP Mtl's and supplies	283.72
P22-04187	Lakeshore Learning Materials	ROSE	3rd Matl's & supplies	305.86
P22-04188	AG Designs 805	LEMONWOOD	MAT/SUPPLIES	634.95
P22-04189	BSN Sports	SORIA	Matl/Sup - Instructional	215.65
P22-04190	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	473.28
P22-04191	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	353.41
P22-04192	GREENWOOD PUB GROUP LLC HEINEM ANN	KAMALA	Materials & Supplies-Inst	714.31
P22-04193	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	550.55

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Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04194	Lakeshore Learning Materials	ROSE	matls and supplies	1,959.95
P22-04195	Mostafa Gharebaghi 5 Points Sm og	WAREHOUSE	Service	200.00
P22-04196	STAY FOREVER INC	FACILITIES	Repairs / McA Water Damage	77,002.74
P22-04197	Golf N Stuff	MCKINNA	serv-instructional	2,080.00
P22-04198	OJAI RAPTOR CENTER	LEMONWOOD	T1/SERV	165.00
P22-04199	Lakeshore Learning Materials-V	ROSE	ISP Supplies and Mtl's	33.83
P22-04200	El Pollo Norteno Inc	SUPERINTENDEN	Board Meeting Dinner May 4, 2022	195.20
P22-04201	Lakeshore Learning Materials-V	SORIA	Mat/Sup - Instructional	17.46
P22-04202	COSTCO WHOLESALE CORPORATION	MCKINNA	mat/sup-instructional	1,420.25
P22-04203	Lakeshore Learning Materials-V	SORIA	Mat/Sup - Instructional	26.20
P22-04204	COSTCO WHOLESALE CORPORATION	CURREN	mat/sup - instructional	546.25
P22-04205	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES	353.71
P22-04206	CABO SEAFOOD GRILL AND CANTINA INC	ED SERVICES	Supp-	480.48
P22-04207	CABO SEAFOOD GRILL AND CANTINA INC	ED SERVICES	Supp-	840.84
P22-04208	CABO SEAFOOD GRILL AND CANTINA INC	ED SERVICES	Supp-	600.60
P22-04209	Walmart	RITCHEN	MATL/SUP-ADMIN	200.00
P22-04210	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	95.60
P22-04211	SkyGroup Investments, LLC	LEMONWOOD	SERV (Instructional)	3,429.02
P22-04212	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	163.86
P22-04213	Office Depot Bus Ser Div	DRIFFILL	Comp Supp-Alma Mendez	161.55
P22-04214	Lowe's	SORIA	Mat/Sup - Instructional	185.28
P22-04215	Walmart	FRANK	Mat/Sup - Instructional	4,184.28
P22-04216	Home Depot Inc	FRANK	Equipment	3,246.43
P22-04217	SMART AND FINAL-C.I. BLVD	MCKINNA	Mat/suip-instructional	650.00
P22-04218	CONEJO VALLEY HISTORICAL SOC S TAGECOACH INN MUSEUM	ROSE	Fieldtrip	365.00
P22-04219	Office Depot Bus Ser Div	SORIA	Mat/Sup - Instructional	80.27
P22-04220	Uline	E&S P	MTRL/SUPL	1,556.68
P22-04221	Grainger Inc	E&S P	MTRL/SUPL	902.84
P22-04222	Children's Museum of Santa Bar bara, MOXI	CURREN	serv - instructional	558.00
P22-04223	VARI SALES CORP.	CURREN	mat/sup - instructional	1,927.97
P22-04224	PLATINUM TOW & TRANSPORT	TRANSPORTATIO	Service	525.00
P22-04225	Amazon Com	RISK MGMT	Emergency Backpack Supp	5,331.68
P22-04226	Amazon Com	WAREHOUSE	Stores Supplies	914.86
P22-04227	DICK BLICK COMPANY BLICK ART M ATERIALS	WAREHOUSE	Stores Supplies	805.61
P22-04228	Oriental Trading Co Inc	E&S P	MTRL/SUPL	1,925.12
P22-04229	Carolina Biological Supply	E&S P	MTRL/SUPL	1,832.12
P22-04230	Home Depot Inc	SORIA	Mat/Sup - Instructional	507.73
P22-04231	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	891.48
P22-04232	Office Depot Bus Ser Div	FRANK	MATL/SUP - Instructional	1,355.51
P22-04233	MIND RESEARCH INSTITUTE	EARLY CHILDHOC	Mat/Sup - Instruction	140.28

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Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04234	Lakeshore Learning Materials	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,846.10
P22-04235	MOBILE MINI TANK+PUMP	FACILITIES	Prof.Service /McA Water Damage /Claim# GHC0040810	1,343.10
P22-04236	Superior Sanitary Supplies	FACILITIES	Custodial Materials and Supplies	457.32
P22-04237	FIRE RECOVERY USA, LLC	FACILITIES	Professional Service / Soria	115.00
P22-04238	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	Supp-	191.41
P22-04239	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	MARINA	MATL/SUPL- Prt part	653.84
P22-04240	BSN Sports	WAREHOUSE	Stores Supplies	495.57
P22-04241	Extreme Clean	WAREHOUSE	Stores Supplies	3,681.73
P22-04242	Regency Lighting	WAREHOUSE	Stores Supplies	1,646.62
P22-04243	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	4,512.57
P22-04244	Veritiv Operating Company	WAREHOUSE	Stores Supplies	11,367.42
P22-04245	Grainger Inc	WAREHOUSE	Stores Supplies	565.83
P22-04246	LAWSON PRODUCTS INC	FACILITIES	Materials and Supplies	28.19
P22-04247	SCHOOL SPECIALTY LLC	SORIA	Matl/Sup - Instructional	1,434.56
P22-04248	Amazon Com	FREMONT	Matl-Sup/Equip (Wellness Centers MOU)	15,485.21
P22-04249	SCHOOL TECH SUPPLY	FACILITIES	Computer Equipment	1,586.31
P22-04250	Constance Marie Halpern Mrs Fi gs Bookworm	DRIFFILL	Bks other than textbk-instructional	5,534.85
P22-04251	Guadalupe Giron dba/G & R Events Coordinator	FREMONT	Materials and Supplies	3,980.00
P22-04252	SCHOOL TECH SUPPLY	LOPEZ	EQUIP/INSTRUCTION	3,723.24
P22-04253	Children's Museum of Santa Barbara, MOXI	MCKINNA	serv-instructional	600.00
P22-04254	Pro Image Sports	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	4,082.11
P22-04255	UNDERWOOD FAMILY FARMS LP	BREKKE	SERV-Instructional	1,260.00
P22-04256	ZUMALU LLC KONA ICE OF THOUSAN D OAKS	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	700.00
P22-04257	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	353.41
P22-04258	LA LIBRERIA INC	HARRINGTON	BOOKS TOHER THAN TEXTBOOKS	156.18
P22-04259	Walmart	BREKKE	Materials and Supplies	500.00
P22-04260	STERLING VENUE VENTURES LLC	ED SERVICES	RENTAL (MIDDLE SCHOOL PROMOTION)	6,500.00
P22-04261	Home Depot Inc	SORIA	Matl/Sup - Instructional	1,791.93
P22-04262	Millennium Biltmore Los Angeles	ED SERVICES	Conf- Title 1	1,131.88
P22-04263	Lakeshore Learning Materials	HARRINGTON	MATERIALS & SUPPLIES	536.33
P22-04264	Lakeshore Learning Materials	HARRINGTON	MATERIALS & SUPPLIES	1,606.50
P22-04265	Troxell Communications, Inc	HARRINGTON	MATERIALS & SUPPLIES	2,938.83
P22-04266	Learning Without Tears	ERC	Textbooks	3,393.86
P22-04267	Learning Without Tears	ERC	Textbooks	6,787.71
P22-04268	Learning Without Tears	ERC	Textbooks	3,393.86
P22-04269	Learning Without Tears	ERC	Textbooks	3,393.86
P22-04270	Learning Without Tears	ERC	Textbooks	6,787.71
P22-04271	Learning Without Tears	ERC	Textbooks	3,231.68
P22-04272	Learning Without Tears	ERC	Textbooks	3,231.68
P22-04273	Learning Without Tears	ERC	Textbooks	3,231.68

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Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04274	PCASC C/O BERNICE FLATEBO	PERSONNEL	conf	35.00
P22-04275	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,692.83
P22-04276	SCHOOL TECH SUPPLY	CURREN	matl/sup - instructional	3,641.84
P22-04277	SCHOOL TECH SUPPLY	CHAVEZ	NON-CAPITALIZED EQUIPMENT-INSTRUCTIONAL	11,109.45
P22-04278	CONEJO VALLEY HISTORICAL SOC S TAGECOACH INN MUSEUM	LEMONWOOD	T1/SERV	465.00
P22-04279	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES	952.11
P22-04280	Ventura Co Office Of Education	HR	SERV I(nduction Program)	46,250.00
P22-04281	Golf N Stuff	SORIA	SERV - Instructional	1,540.00
P22-04282	NIGRO & NIGRO PC	BUSINESS	SVC - 2021/22 Audit, General	48,500.00
P22-04283	NIGRO & NIGRO PC	BUSINESS	SVC- Audit. Measure D. 2021-22	9,000.00
P22-04284	Walmart	BUSINESS	MATLS	300.00
P22-04285	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPPLIES (Admin)	74.01
P22-04286	CDW G	HARRINGTON	MATERIALS & SUPPLIES	3,004.38
P22-04287	UNDERWOOD FAMILY FARMS LP	ROSE	Field trip	910.00
P22-04288	BARNES AND NOBLE BOOKSELLERS I NC	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS	176.25
P22-04289	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	131.10
P22-04290	Lakeshore Learning Materials	LEMONWOOD	MAT/SUPPLIES (Instructional)	43.69
P22-04291	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	CNS	MATL/SUP	2,757.47
P22-04292	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,967.46
P22-04293	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,967.46
P22-04294	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,967.46
P22-04295	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,967.46
P22-04296	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	4,588.60
P22-04297	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	9,177.20
P22-04298	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	4,588.60
P22-04299	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	4,588.60
P22-04300	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	9,177.20
P22-04301	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPPLIES (Instructional)	147.34
P22-04302	Office Depot Bus Ser Div	SP & SO	mat/sup - ELPAC Testing LCAP 1.18	519.91
P22-04303	DICK BLICK COMPANY BLICK ART MATERIALS	RITCHEN	MATL/SUP-Instructional	148.80
P22-04304	Lakeshore Learning Materials	DRIFFILL	MATL/SUPP-Camilon	89.39
P22-04305	Ventura Co Office Of Education	LEMONWOOD	CONFERENCE/ADMIN	100.00
P22-04306	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	E&S P	SFTW-APPS LCAP 1.12	280.42
P22-04307	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,731.39
P22-04308	Jordanos Inc	WAREHOUSE	Stores Supplies	500.76
P22-04309	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	591.13
P22-04310	Best Buy	BUSINESS	MATLS/SUP- printer for Valerie	715.57
P22-04311	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	3,945.60
P22-04312	Lakeshore Learning Materials	FRANK	MATL/SUP - INSTRUCTIONAL	2,037.97
P22-04313	ORIENTAL TRADING COMPANY	FRANK	MATL/SUP - INSTRUCTIONAL	2,500.67
P22-04314	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	2,334.25
P22-04315	BARNES AND NOBLE BOOKSELLERS, INC.	HARRINGTON	Books other than text books	361.45
P22-04316	Ashton Awards Inc Aswell Troph y	ED SERVICES	MATAL/SUP	14,806.38

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Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04317	Lakeshore Learning Materials	SP & SO	Mat/Sup - Private School_OLG	536.93
P22-04318	SANTA BARBARA ZOO	BREKKE	2nd Grade Field Trip	1,096.50
P22-04319	Lakeshore Learning Materials-V	HARRINGTON	MATERIALS & SUPPLIES	546.25
P22-04320	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	6,590.72
P22-04321	Grainger Inc	LOPEZ	MATL/SUPPLY-INSTRUCTION	725.44
P22-04322	SCHOOL TECH SUPPLY	FREMONT	Matl-Sup/Equip (Wellness Centers MOU)	9,140.82
P22-04323	Best Buy	FREMONT	Matl-Sup/Equip (Wellness Centers MOU)	819.36
P22-04324	PANERA BREAD COMPANY PANERA LL C	MARSHALL	Mat/Supp-Instructional	1,092.50
P22-04325	Lakeshore Learning Materials	MARSHALL	Mat/Supp-instructional	768.45
P22-04326	SCHOOL TECH SUPPLY	ROSE	Mtls & supplies	1,200.66
P22-04327	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks - instructional	622.82
P22-04328	INSTITUTE FOR EDUCATIONAL LEAD ERSHIP INC	EARLY CHILDHOC	Travel-Conf - Instruction	625.00
P22-04329	CCI Office Technologies	GRAPHICS	Materials and Supplies	3,638.70
P22-04330	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	594.32
P22-04331	Ashton Awards Inc Aswell Troph y	CURREN	mat/sup - instructional	328.86
P22-04332	360 Degree Customer, Inc	Special Ed	SERV(PARA-D. SANCHEZ)	32,600.00
P22-04333	ATX LEARNING LLC	Special Ed	SERV(PARA-A. FUENTES)	17,200.00
P22-04334	Millennium Biltmore Hotel	EARLY CHILDHOC	Travel-Conf Instruction	565.94
P22-04335	Home Depot Inc	MCAULIFFE	Materials/Supplies- Gardening	630.37
P22-04336	Lakeshore Learning Materials	SP & SO	Mat/Sup - Private School_OLG	3,956.22
P22-04337	SCHOLASTIC-TEACHER STORE	CURREN	bks - instructional	313.53
P22-04338	Superior Sanitary Supplies	FACILITIES	EQUIP/FLOOR MACHINES	300,998.59
P22-04339	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional (P.Sierra)	250.00
P22-04340	SCHOOL TECH SUPPLY	Special Ed	MATLS/EQUIPT	12,897.89
P22-04341	Lakeshore Learning Materials	CURREN	mat/sup - instructional	2,292.01
P22-04342	Ashton Awards Inc Aswell Troph y	HARRINGTON	Materials & supplies	258.92
P22-04343	SCHOOL TECH SUPPLY	SP & SO	Computer Equip_Private School_Santa Clara Elem	12,053.88
P22-04344	SCHOOL TECH SUPPLY	SP & SO	Computer Equip_Private School_Santa Clara	8,940.29
P22-04345	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks - instructional	739.94
P22-04346	Extreme Clean	WAREHOUSE	Stores Supplies	2,488.72
P22-04347	LABSOURCE, INC	WAREHOUSE	Stores Supplies	2,318.29
P22-04348	Regency Lighting	WAREHOUSE	Stores Supplies	1,571.01
P22-04349	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	3,149.02
P22-04350	School Health Corporation	Pupil Srvs	MAT/SUP- Scan Pro Ear Tips- 8mm (re)(100/Package	147.83
P22-04351	GRASSROOTS WORKSHOPS	ED SERVICES	Conf-	297.00
P22-04352	SALINAS & SONS ROOTER SERVICE	FACILITIES	Professional Service / Ritchen	1,175.00
P22-04353	Walmart	SP & SO	Mat/Sup - Private School_OLG	1,280.00
P22-04354	LEARNING RIGHTS LAW CENTER CLI ENT TRUST ACCOUNT	Special Ed	SERV-attorney fees, SPED	6,000.00
P22-04355	Best Buy	SP & SO	mat/sup - Private School_OLG	218.48
P22-04356	GRASSROOTS WORKSHOPS	ED SERVICES	Conf-	297.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-04357	Tom Rey Garcia dba/ Tomas Cafe & Gallery	SIERRA LINDA	ELPAC Meeting June 9th	300.00
P22-04358	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	2,304.96
P22-04359	Staples Direct	SP & SO	mat/sup - ELPAC Testing LCAP 1.18	236.14
P22-04360	Staples Direct	MARINA	MATL/SUPL-Instr	255.33
P22-04361	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	CNS	EQUIP	1,608.02
P22-04362	Lakeshore Learning Materials	CURREN	mat/sup - instructional	2,280.99
P22-04363	Lakeshore Learning Materials	CURREN	matl/sup - instructional	1,317.78
P22-04364	ASCD	ED SERVICES	Membership	239.00
P22-04365	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	BREKKE	5th Grade Incentives	462.99
P22-04367	Rodney Dean Matzat dba. Graphi ti T-Shirts	HARRINGTON	MATERIALS & SUPPLIES	610.00
P22-04368	TOM HENSON HENSON MUSIC CENTER	HARRINGTON	MATERIALS & SUPPLIES	478.44
P22-04369	Willdan Financial Services	BUSINESS	SERV-GO, Series 2016 - Arbitrage Rebate Services	2,750.00
P22-04370	WIDMORE MANAGEMENT LLC EL POLL O LOCO	ED SERVICES	Supp-	283.38
P22-04371	Best Buy	MARINA	MATL/SUPL - Admin	436.98
P22-04372	DICK BLICK COMPANY BLICK ART MATERIALS	WAREHOUSE	Stores Supplies	794.25
P22-04373	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	960.70
P22-04374	Lakeshore Learning Materials	E&S P	MTRL/SUP	934.32
P22-04375	Lakeshore Learning Materials	MARINA	MATL/SUPL-Instr	1,189.11
P22-04376	Lakeshore Learning Materials	MARINA	MATL/SUPL-INSTR	3,617.98
P22-04377	GMO GLOBALSIGN INC.	IT	SOFTWARE (SSL Certificate/Kranzler)	596.00
P22-04378	Museum of Science	E&S P	MTRL/SUP	4,897.44
P22-04379	Maad Graphics	ROSE	materials and supplies	147.49
P22-04380	READING AND WRITING PROJECT, L LC	E&S P	PD-SFTWR LCAP 1.12	100.00
P22-04381	Cal Poly Corporation PE Worksh op	ED SERVICES	Conf-	6,427.20
P22-04382	COSTCO WHOLESALE CORPORATION	MCAULIFFE	Materials/Supplies- Instructional	546.25
P22-04383	The Math Learning Center	ERC	Textbooks	1,431.00
P22-04384	SCHOOL TECH SUPPLY	MARINA	Comp/Equip - Admin	2,817.54
P22-04385	SCHOOL TECH SUPPLY	LEMONWOOD	MAT/SUPPLIES	1,241.08
P22-04386	SCHOOL TECH SUPPLY	LEMONWOOD	COMPUTER EQUIPMENT	5,284.35
P22-04387	SCHOOL TECH SUPPLY	LEMONWOOD	COMPUTER EQUIPMENT (Admin)	1,478.69
P22-04388	SCHOOL TECH SUPPLY	LEMONWOOD	COMPUTER EQUIPMENT	1,478.69
P22-04389	California Science Center	E&S P	SERV	100.00
P22-04390	Tessa Magill	LOPEZ	SERVICE/INSTRUCTION	300.00
P22-04391	Aswell Trophy And Engraving	FREMONT	Materials and Supplies	262.20
P22-04392	Museum of Science	EARLY CHILDHOO	Mat/Sup - Instruction	2,875.84
P22-04393	Mostafa Gharebaghi 5 Points Sm og	TRANSPORTATIO	SERVICE	31.75
P22-04394	SCHOOL TECH SUPPLY	IT	Repair-Computer	169.23
P22-04395	CDW G	IT	SOFTWARE	13,327.91
P22-04396	SCHOOL TECH SUPPLY	IT	Repair	211.86

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Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P22-04397	STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES	FACILITIES	DMV Fees	1,616.00
P22-04398	Ferguson Enterprises Inc	FACILITIES	Plumbing Equip	1,317.89
P22-04399	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Ins	328.43
P22-04400	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	SUPERINTENDEN	Conf-VCSBA Dinner Meeting	80.00
P22-04401	BAVCO	FACILITIES	Equipment	3,259.58
P22-04402	BARNES AND NOBLE BOOKSELLERS, INC.	SP & SO	Books - Private School_OLG	1,551.49
P22-04403	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	114.68
P22-04404	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	209.72
P22-04405	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	161.62
P22-04406	BARNES AND NOBLE BOOKSELLERS, INC.	SORIA	BKS - Instructional	27.97
P22-04407	Ashton Awards Inc Aswell Troph y	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	435.09
P22-04408	Facilitron, Inc.	DRIFFILL	5800-Fieldtrip admission	400.00
P22-04409	Superior Sanitary Supplies	CNS	MATL/SUP	1,891.98
P22-04410	Mercury Disposal System, Inc	WAREHOUSE	Service	900.00
P22-04411	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	514.13
P22-04412	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	487.69
P22-04413	Regency Lighting	WAREHOUSE	Stores Supplies	130.01
P22-04414	KAPCO	RITCHEN	MATL/SUP- Instructional	132.19
P22-04415	Petroleum Telcom Inc DBA Telec om	CURREN	matl/sup - instructional	321.20
P22-04416	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks - instructional	947.12
P22-04417	Lakeshore Learning Materials	ROSE	Teacher matl's & supplies TK/counselor	1,264.89
P22-04418	Ashton Awards Inc Aswell Troph y	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,000.00
P22-04419	Aswell Trophy And Engraving	RAMONA	Matl/Supplies-Cheer Medals	360.53
P22-04420	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	SIERRA LINDA	Mat/SUP-Inst. Ventura Signs	2,452.66
P22-04421	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MAT/SUPP-TrackShirts	245.67
P22-04422	Aurelio Gonzalez Famous Taco B ar Catering	DRIFFILL	SUPP-instructional	1,562.28
P22-04423	PLAZA CINEMAS	DRIFFILL	SERV-instructional	60.00
P22-04424	Best Buy	LOPEZ	EQUIP-INSTRUCTIONAL	2,458.09
P22-04425	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	7,908.76
P22-04426	SCHOOL TECH SUPPLY	FRANK	Comp Equipment - Instructional	3,025.13
P22-04427	Presentation Products Inc DBA Spinitar	LOPEZ	MATL/SUPPLY-INSTRUCTION	2,153.95
P22-04428	SCHOOL TECH SUPPLY	IT	MAT/SUP	1,622.36
P22-04429	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks - instructional	2,267.91
P22-04430	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,849.68
P22-04431	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	6,528.15
P22-04432	Uline	WAREHOUSE	Stores Supplies	997.62
P22-04433	School Health Corporation	WAREHOUSE	Stores Supplies	1,222.42
P22-04434	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	3,289.52

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ESCAPE ONLINE

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Includes Purchase Orders starting with P22 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P22-04435	Home Depot Inc	CHAVEZ	MATERIALS AND SUPPLIES-PROFESSIONAL DEVELOPMENT	4,528.79	
P22-04436	Petroleum Telcom Inc DBA Telecom	RITCHEN	MATL/SUP-Admin	148.04	
P22-04437	SCHOOL TECH SUPPLY	IT	Repair	338.48	
P22-04438	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	1,677.44	
P22-04439	SCHOLASTIC INC	MARINA	MATL/SUPL-Instr	957.36	
P22-04440	Office Depot Bus Ser Div	DRIFFILL	matl/supp-1st gr DLI	1,364.37	
P22-04441	Ventura Co Office Of Education	BUDGET	2021-22 SPED Transportation Excess Costs	321,448.00	
P22-04442	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	2,419.84	
P22-04443	Urbane Cafe Alex Bello-Mgr	CNS	4300 MATL/SUP	300.00	
P22-04444	INSTITUTION RECYCLING NETWORK	PURCHASING	SERV/ESSER-2 FUNDS	32,563.00	
P22-04445	NETWORK CRAZE TECHNOLOGIES INC	LEMONWOOD	MATS/SUPP	737.44	
P22-04446	SCHOOL TECH SUPPLY	MARINA	Comp/Equip - Instr	6,009.29	
P22-04447	Superior Sanitary Supplies	FACILITIES	Custodial Equipment	1,035.84	
P22-04448	Sinclair Sanitary Supply Inc	WAREHOUSE	STORES	7,958.69	
P22-04449	SiteOne Landscape Supply, LLC	FACILITIES	Grounds Equipt	28,604.97	
P22-04450	Office Depot Bus Ser Div	BREKKE	Materials and Supplies	873.27	
P22-04451	Dial Security	FACILITIES	Professional Services / Kamala	20,498.76	
P22-04452	Lakeshore Learning Materials	SORIA	BKS - Instructional	140.81	
P22-04453	Best Buy	SP & SO	Comp Supplies_Private School_ OLG	893.64	
P22-04454	Lakeshore Learning Materials	ROSE	Materials and supplies	1,083.64	
Total Number of POs			376	Total	<u>4,863,875.08</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	367	4,857,140.12
120	CHILD DEVELOPMENT FUND	5	3,552.49
130	CAFETERIA FUND	4	3,182.47
Total Fiscal Year 2022			<u>4,863,875.08</u>
Total			<u>4,863,875.08</u>

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ESCAPE ONLINE

Includes Purchase Orders starting with P22 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-01258	177,240.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	22,814.34
P21-03321	13,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,460.00
		010-9799	GENERAL FUND/Year End Error Acct	960.00-
			Total PO P21-03321	3,500.00
P22-00086	10,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	900.00
P22-00088	5,700.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,200.00
P22-00117	57,000.00	010-5632	GENERAL FUND/REPAIRS	3,000.00
P22-00127	750.00	010-5900	GENERAL FUND/COMMUNICATIONS	100.00
P22-00139	49,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	6,000.00
P22-00152	6,550.00	010-5901	GENERAL FUND/POSTAGE	507.84
P22-00161	1,099.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	99.00
P22-00168	30,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	3,000.00
P22-00193	18,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P22-00211	12,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	325.12
P22-00223	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-00224	22,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	988.59
P22-00233	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P22-00252	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-00303	8,500.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	1,500.00
P22-00308	6,500.00	010-4324	GENERAL FUND/PAINTING SUPPLIES	1,139.06
P22-00320	46,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,500.00
P22-00331	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P22-00339	25,000.00	010-5632	GENERAL FUND/REPAIRS	2,879.23
P22-00402	9,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,300.00
P22-00406	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-00425	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P22-00428	320.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	180.00-
P22-00465	2,000.00	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	497.99
P22-00498	1,966.03	010-5632	GENERAL FUND/REPAIRS	966.03
P22-00554	4,398.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,650.00
P22-00622	4,179.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	578.64
P22-00633	47,211.11	010-5900	GENERAL FUND/COMMUNICATIONS	941.95
P22-00709	147,487.50	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	21,850.00
P22-00726	16,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,352.39
P22-00775	1,545,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	745,000.00
P22-00814	723.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.00
P22-00832	34,315.53	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	9,315.53
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	543.98
			Total PO P22-00832	9,859.51
P22-00833	119,500.40	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	44,600.40
P22-00844	45,082.98	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	31,190.19
P22-00856	6,654.93	251-5800	DEVELOPER FEES/PROFESSIONAL/CONSULTING SERV	455.00
P22-00884	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P22-00890	6,559.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P22-00996	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-01053	31,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	110,000.00-
P22-01103	37,093.30	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	29,675.39

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ESCAPE ONLINE

Includes Purchase Orders starting with P22 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-01176	700.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	50.00
P22-01203	10,999.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	999.00
P22-01361	2,900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P22-01474	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	803.47
P22-01761	10,400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,000.00
P22-01832	9,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,000.00
P22-01835	425.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	175.00
P22-01836	575.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	325.00
P22-01907	2,129,139.00	010-7142	GENERAL FUND/OTHER TUITION/EXCESS COSTS	260,957.00
P22-01947	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.00
P22-02046	3,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P22-02075	2,250.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	750.00
P22-02154	762.48	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	381.54
P22-02199	16,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,011.50-
P22-02343	41.53	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	172.62-
P22-02349	4,370.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,241.17-
P22-02422	250,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	240,000.00
P22-02447	35,580.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,580.00
P22-02629	2,878.25	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	99.04-
		130-4400	CAFETERIA FUND/NON-CAP EQUIP (\$500-\$4,999)	65.81-
			Total PO P22-02629	164.85-
P22-02631	1,000.00	130-4700	CAFETERIA FUND/FOOD	500.00
P22-02721	4,431.66	010-5632	GENERAL FUND/REPAIRS	1,423.00
P22-02766	747.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.72-
P22-02970	73.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	58.50-
P22-03157	1,900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-03215	136.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	109.25
P22-03277	170.67	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.71-
P22-03325	357.72	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	64.83-
P22-03457	373.52	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	42.16
P22-03488	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-03542	49.99	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	28.57-
P22-03543	145.96	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	39.45-
P22-03578	368.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.83-
P22-03637	230.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	403.14-
P22-03643	12,234.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	61.14-
P22-03660	400.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.84-
P22-03672	182.73	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	32.61-
P22-03674	137.28	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	22.65-
P22-03684	101.73	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	18.25-
P22-03699	177.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	48.81-
P22-03720	77.32	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	10.29
P22-03724	186.98	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	10.92-
P22-03728	182.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.46-
P22-03758	311.86	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	20.37-
		010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.45-
			Total PO P22-03758	54.82-

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ESCAPE ONLINE

Includes Purchase Orders starting with P22 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-03790	183.01	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.61
P22-03815	165.63	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	165.64-
P22-03867	139.61	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	11.87-
P22-03870	314.21	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	37.38
P22-03877	130.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.28
P22-03898	218.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	150.21-
P22-03915	128.20	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	16.69-
P22-04002	388.04	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	7.10-
		010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	40.59-
			Total PO P22-04002	47.69-
P22-04035	564.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	95.51
P22-04041	9,699.60	130-4700	CAFETERIA FUND/FOOD	5,055.87-
			Total PO Changes	1,372,769.80

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OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Consent Agenda

Selection of Vendors for Child Nutrition Program (Mitchell/Lugotoff)

The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2022-23 school year. The selected vendors have a history of providing a high quality of products and service to the district.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2022-23 school year.

ADDITIONAL MATERIALS:

Attached: [Memo Selection of Vendors \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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

Child Nutrition Services

To: Valerie Mitchell, Interim Assistant Superintendent
From: Suzanne Lugotoff, Director of Child Nutrition Services
Date: May 16, 2022
Re: **Selection of Vendors for Child Nutrition Services, 2022-23 School Year**

Oxnard School District Child Nutrition Services Department is making recommendations for vendor selections for the 2022-23 school year. The selected vendors have a history of providing high- quality products and service to the district.

Frozen and Commodity Foods Distribution

The recommended vendor is Gold Star Foods. Gold Star was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for frozen and commodity foods distribution in 2021. The RFP can be rolled over for the 2022-23 school year.

Paper and Plastics Products

The recommended vendor is P and R Paper Supply. P and R Paper Supply was selected as the responsive, responsible bidder through a competitive RFP conducted by the Oxnard School District for paper and plastics distribution in 2021. The bid can be rolled over for the 2022-23 school year.

Milk and Dairy Products

The recommended vendor for dairy products is Driftwood Dairy. Oxnard School District will utilize a piggyback option offered through Hesperia Unified School District RFP #21-008 for the 2022-23 school year.

Produce

The recommended vendor is The Berry Man Inc. Produce Company. The Berry Man was selected as the responsive, responsible bidder for fresh produce through a competitive RFP conducted by Oxnard School District in 2021. The RFP can be rolled over for the 2022-23 school year.

Bread and Bakery Goods

The recommended vendor is Gold Star Foods. Gold Star was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for bread and bakery goods in 2021. The RFP can be rolled over for the 2022-23 school year.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 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 6.22.22 \(one page\)](#)

[Certificated Personnel Actions 06222022 \(one page\)](#)

New Hires

Arreguin Castillo, Luz G.	Custodian, Position #10472 Custodial Services 8.0 hrs./246 days	06/06/2022
Cortez, Daniel	Paraeducator – General Education, Position #10665 Elm 8.0 hrs./183 days	06/06/2022
Dalusong, Christopher	Custodian, Position #10466 Custodial Services 8.0 hrs./246 days	05/16/2022
Gutierrez, Martha	Campus Assistant, Position #3031 Ramona 4.5 hrs./180 days	06/01/2022
Lopez, Araceli	Paraeducator – Special Education, Position #9291 Lemonwood 5.75 hrs./183 days	06/06/2022
Macias, Alan A.	Custodian, Position #11046 Marshall 4.0 hrs./246 days	06/02/2022
Romero, Adriana	Secretary, Position #6204 Special Education 8.0 hrs./246 days	05/31/2022
Salazar, Elida	Language Assessment Technician, Position #2436 Enrollment Center 5.5 hrs./246 days	05/16/2022
Silva, Ana M.	Library Media Technician, Position #1039 Marina West 5.0 hrs./190 days	05/31/2022
Tavira Charco, Eliseo	District Translator, Position #10961 Special Education 8.0 hrs./246 days	06/06/2022

Transfers

Najera, Sandra	Paraeducator – General Education, Position #7189 Ritchen 4.17 hrs./183 days Paraeducator – General Education, Position #7189 Ritchen 3.17 hrs./183 days	05/12/2022
Pleitez-Cruz, Jonathan M.	Campus Assistant, Position #8506 Marshall 5.5 hrs./180 days Campus Assistant, Position #7826 Frank 5.25 hrs./180 days	05/27/2022

Leaves of Absence

Hernandez, Francisco J.	District Translator, Position #7157 Special Education 8.0 hrs./246 days	06/20/2022 – 07/04/2022
Ibarra Diaz, Pamela	Family Liaison, Position #9625 Early Childhood Programs 6.0 hrs./180 days	05/31/2022 – 06/17/2022

Retirements

Valdes, Ricardo L.	Child Nutrition Worker, Position #2826 Sierra Linda 5.0 hrs./185 days	06/17/2022
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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

Ebert, Joseph	Substitute Teacher	2021/2022 School Year
Napoles, Jorge	Substitute Teacher	2021/2022 School Year
Quezada, Cynthia	Substitute Teacher	2021/2022 School Year
Quintana, Mario	Substitute Teacher	2021/2022 School Year
Troncoso, Erika	Substitute Teacher	2021/2022 School Year
Bush, Erin	Teacher, Visual Impaired	2022/2023 School Year
Carranza, Jose	Psychologist	2022/2023 School Year
Decker, Jocasta	Teacher, BCLAD	2022/2023 School Year
Favela, Briseida	Teacher, DHH	2022/2023 School Year
Mehle, Nicholas	Teacher, Special Education	2022/2023 School Year
Ochoa, Julia	Teacher, DHH	2022/2023 School Year
Raley, Lyndy	Speech Therapist	2022/2023 School Year
Ramirez Herrera, Virginia	Teacher, Spanish	2022/2023 School Year
Stark, Olivia	Speech Therapist	2022/2023 School Year
Wu, Christina	Speech Therapist	2022/2023 School Year

Retirement

Olachea, Isabel	Teacher	June 17, 2022
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Resignation

Belitski, Anna	Assistant Principal	June 30, 2022
Hernandez, Guadalupe	Teacher	June 17, 2022

Unpaid Leave of Absence

Lopez Torres, Patricia	Teacher	06/07/ - 06/17/2022
Tunin, Kathryn	Teacher	2022/2023 School Year

39 Month Rehire List

Camarillo, Danica	PE Teacher
Novak, Stephanie	Program Specialist: Behavior

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #4 to Agreement #18-01 Pupil Transportation Services for the 2022-2023 School Year with Durham School Services, L.P. (Mitchell/Galván)

The Administration recognizes Transportation as a vital service to accomplish Oxnard School Districts' mission statement.

Currently Oxnard School District contracts with Durham School Services, L.P. for Transportation Services. Their proposal reflects a 2.0% increase in the District's rates for the 2022-2023 fiscal year, in addition to a Fuel Surcharge. Durham School Services L.P. will provide consistent, cost-effective, and efficient transportation for the Oxnard School District while maintaining the highest level of safety consistent with industry standards. The Contractor's State instructor will respond to all school bus accidents and provide documentation regarding the accident.

FISCAL IMPACT:

\$4,173,197.22 - General Fund

RECOMMENDATION:

It is the recommendation of the Director, Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #4 to Agreement #18-01 with Durham School Services for the fiscal year 2022-2023.

ADDITIONAL MATERIALS:

Attached: [Amendment #4 \(2 Pages\)](#)

[Agreement #18-01, Durham School Services, L.P. \(9 Pages\)](#)

AMENDMENT #4 TO OSD AGREEMENT #18-01

OXNARD SCHOOL DISTRICT

ATTACHMENT A

**ANNUAL CONTRACT PRICE ADJUSTMENT
 JULY 1, 2022 THROUGH JUNE 30, 2023**

Renewal Agreement #18-01, Contract for Pupil Transportation Services

Both parties agree to adjust the Transportation rates as follows:

It is agreed that effective July 1, 2022 through June 30, 2023 the rates shall be increased by 2% as stated below:

BUS TYPE AND CAPACITY	MINIMUM 4 HR/75 MILE Rate	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)	\$337.12	\$37.88	N/A
Type C (30-46 ambulatory passengers with minimum 2 wheel chair positions)	\$391.63	\$37.88	N/A
Type D (78-84 ambulatory with undercarriage storage)	\$481.56	\$37.88	N/A

FIELD TRIPS

PER HOUR \$47.62

FUEL COST ADJUSTMENTS: Should fuel prices increases in excess of 10% above the following rates:

Diesel \$4.21 per gallon
 Gasoline \$3.87 per gallon

OSD shall reimburse Contractor for the difference between the actual price paid and the base prices. Should fuel prices decrease by 10% below the base prices, Contractor shall reimburse OSD for the difference between actual prices paid and the base prices. The base price of fuel shall be adjusted each year based on the index used in adjusting contract rates.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal as of the dates written below.

DURHAM SCHOOL SERVICES, L.P.
By: Durham Holding II, L.L.C.,
Its general partner

OXNARD SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: **Lisa A. Franz**

Title: _____

Title: **Director, Purchasing**

Date: _____

Date: _____

CARRIER AGREEMENT #18-01

This Carrier Agreement (this "Carrier Agreement") is entered into as of the below-referenced Effective Date, by and between Oxnard School District, a public agency organized under State law ("OSD"), and the below-referenced Contractor, with regard to the below-referenced RFP Package for the below-referenced Contract Price. OSD and Contractor are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

Effective Date: July 1, 2018 through June 30, 2023
Contractor: Durham School Services
RFP: RFP No. 17-01 – Pupil Transportation Services
Contract Price: \$18,214,141.00 (estimated)
Eighteen Million Two Hundred Fourteen Thousand One Hundred Forty One and No Cents (in words)

RECITALS

WHEREAS, OSD is a school district located in the County of Ventura (the "County") and the State of California (the "State"); and

WHEREAS, OSD requires bus transportation services for its various programs operated within the County, including, but not limited, to home-to-school transportation, transportation to and from various OSD schools, and transportation to and from various other locations within and outside of the County; and

WHEREAS, OSD issued that certain Request for Proposals No. 17-01 – Pupil Transportation Services (the "RFP"), all in accordance with applicable law, and pursuant to which Contractor submitted a proposal; and

WHEREAS, Contractor was subsequently awarded the proposal for the services contemplated under the RFP; and

WHEREAS, in other parts of the Contract Documents, Contractor may be referred to as the "bidder;"

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the RFP.

2. Scope of Work. Contractor shall furnish all labor, materials, equipment, tools, utilities, temporary facilities, goods and services necessary for full completion of all the services set forth in the RFP, including, but not limited to, the Specifications (the "Work").

3. Component Parts of the Contract. This Carrier Agreement is but one part of the Contract that sets forth the complete understanding and agreement of OSD and Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, each of which may be amended in accordance with their provisions, and each of which is incorporated herein by reference and shall be construed as operative and effective parts of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- a. Notice Inviting Bids;
- b. Instructions;
- c. Specifications;
- d. General Information and Invitation;
- e. Scope of Work
- f. Terms and Conditions of Proposal and Contract
- g. Required Contract Forms;
- h. This Carrier Agreement;
- i. All Addenda to the RFP;
- j. Notice of Award;
- k. Notice to Proceed; and
- l. Revisions to Clarifications dated 4-18-18

4. Contract Term. Contractor shall mobilize and commence the Work on July 1, 2018 (the "Commencement Date") or as otherwise directed in the notice from OSD directing Contractor to proceed with the Work (the "Notice to Proceed"). The Contract shall be for a five (5)-year period ending on June 30, 2023. For avoidance of doubt, the initial term (the "Initial Term") shall be July 1, 2018 to June 30, 2023. The Parties may agree in writing to extend for an additional year or additional years (the "Extended Term"); provided, however, that on or before June 30, 2022, the Parties shall meet and confer, and make a final determination as to whether to extend the Contract, and further provided that any Extended Term shall be on the same terms and conditions set forth in the Contract.

5. Compliance with RFP. Contractor must perform the Work in accordance with the RFP, including all Contract Documents.

6. Contract Price. As full consideration for the full and faithful performance by Contractor of each and all of its obligations pursuant to the Contract, OSD shall pay to Contractor the Contract Price. The Contract Price is subject to increase and or decrease as provided in the Contract Documents. OSD shall pay the Contract Price to Contractor in accordance with the General Conditions.

7. Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract Documents, Contractor hereby represents and warrants to OSD that:

a. Contractor is currently authorized and qualified to conduct business in the State and the County, and Contractor will remain in good standing in the State and the County for the entire term of the Contract.

b. Contractor has carefully examined the Contract and the Contract Documents; is familiar with the Work; and has the expertise, personnel, and resources to timely and properly conduct the Work.

c. Contractor has the right, power, and authority to enter into the Contract, including this Carrier Agreement and all Contract Documents, and to perform its obligations hereunder and under the Contract.

d. This Carrier Agreement constitutes the legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Carrier Agreement does not violate any provision of any material agreement or document to which Contractor is a party or by which Contractor is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Contractor's knowledge, threatened against Contractor arising out of or concerning Contractor's performance under this Carrier Agreement. There are no suits, actions, or proceedings pending, or to Contractor's knowledge, threatened against Contractor which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Contractor are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Contractor shall be in material default if Contractor is unable to make the representations and warranties hereunder as of the Effective Date.

8. Due Authority of Signatories. Each person signing this Carrier Agreement on behalf of the Parties represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to this Carrier Agreement and the Contract.

9. Termination of Contract. The Contract, including this Carrier Agreement, may be terminated only in accordance with section 3 – Terms and Conditions of Proposal and Contract.

10. Governing Law; Venue. The Contract, including this Carrier Agreement, shall be construed in accordance with the laws of the State without regard to conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County.

11. No Assignment. Contractor shall not assign this Carrier Agreement or its rights and obligations hereunder without OSD's prior written consent. Subject to the foregoing, all the provisions of this Carrier Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

12. No Waiver. The failure of OSD in any one or more instances to insist upon strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

13. Amendments. No addition to or modification of any term or provision of this Carrier Agreement shall be effective unless set forth in writing and signed by the Parties.

14. Time is of the Essence. Time is of the essence of each and every provision of the Contract. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in the Contract is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

15. Headings. The paragraph and subparagraph headings in the Contract are used for the purpose of convenience only and shall not be deemed to limit the subject of the paragraphs or subparagraphs.

16. Provisions Required by Law. Each and every provision of law and clause required to be inserted into this Carrier Agreement shall be deemed to be inserted herein, and this Carrier Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any provision is not inserted or is not inserted correctly, then upon application of either Party this Carrier Agreement shall forthwith be physically amended to make such insertion or correction.

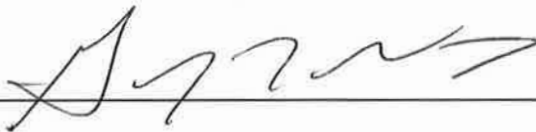
17. Severability. If any term or provision of this Carrier Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Carrier Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.

18. Counterparts. This Carrier Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Carrier Agreement by and through signature of their respective duly authorized representatives as of the Effective Date.

“CONTRACTOR”

Durham School Services, L.P

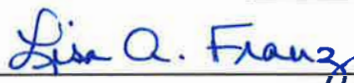


Gary Waits, CEO of Student Transportation

(Authorized Representative's Signature)

“OXNARD SCHOOL DISTRICT”

Lisa A. Franz, Director, Purchasing



4-20-18

(Authorized Representative's Signature)

REVISIONS TO CLARIFICATIONSApril 18, 2018**1. Change in Scope of Services**

This Agreement contemplates a minimum of 180 operating days per school year. If the actual number of operating days falls below 180 during any school year, then the parties agree to renegotiate in good faith the rates provided in the Price Proposal Form if such renegotiation is requested by Contractor. If the average daily number of routes is changed by ten percent (10%) or more, then both parties agree to renegotiate in good faith the rates provided in the Price Proposal Form if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon ninety (90) days written notice.

2. Change in Law

Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations impact Contractor's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Bus Service hereunder during the term of the Agreement, Contractor, upon written notice to District, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon ninety (90) days' notice.

3. Force Majeure

District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner which is beyond the control of Contractor.

4. Liquidated Damages

District must notify the General Manager (of the Contractor location that performs the services) in writing (an email to the General Manager is an acceptable form of notice) within three (3) days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within 30 days of its occurrence. Failure to timely notify or assess shall relieve Contractor of its obligation to pay liquidated damages for such occurrence. Notice must provide a reference to the contract provision at issue for Contractor to review the claim.

5. Payment Terms

Invoices furnished by the Contractor under the Contract must be in a form acceptable to the District. All amounts paid by the District shall be subject to audit by the District or its designee. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, period of service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, and total payment requested. Contractor is required to invoice the District within (10) school days following the first of each month for services rendered the prior month. After first deducting any amounts hereafter referred to, the balance due the Contractor will be paid-within 30 days.

Payment for such services will be made in check, money order, or ACH or wire transfers within 30 days after receipt of invoice, including supporting documentation, not to exceed thirty (30) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees.

In the event sums due and payable are not received within thirty (30) calendar days, a late charge of .5% per month or the maximum percentage allowed by law, whichever is less, of the outstanding balance will be assessed upon the account.

6. Assignment

Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise District of such assignment or transfer.

7. Indemnification

To the fullest extent allowed by law, the Contractor agrees to hold harmless, defend, and indemnify the District and its officers, agents, and employees from and against any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of the Contract. To the fullest extent allowed by law, the Contractor also agrees to hold harmless, defend, and indemnify the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to the Contractor in connection with the performance of the Contract. The Contractor's hold harmless, defense and indemnity obligations under the Contract shall not be limited by the insurance requirements set forth in the Contract. This provision survives termination of the Contract.

8. Labor/Employment

Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law.

9. Medical Procedures

Contractor will provide First Aid and CPR subject to Contractor's guidelines, a copy of which will be provided to District. Contractor will not provide other medical services, including, but not limited to: DiaStat; Versa Magnet; or Tracts and tube medical procedures unless such services are required of a private school bus contractor by state or federal law.

10. Termination

The District may terminate the Contract without cause at any time with ninety (90) days written notice to the Contractor. The District may terminate the Contract with cause at any time with thirty (30) days written notice to the other party.

Termination for cause shall be at the District's sole discretion and shall be, but is not limited to, failure to provide service specified within the time allowed or within the terms, conditions or provisions of this Contract.

12. Right to Withhold

The District has the right to withhold a pro rata portion of the payment to the Contractor when, in the sole opinion of the District, expressed in writing to the Contractor (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented; (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its work or records, and/or (c) the Contractor has failed to sufficiently itemize or document its demand(s) for payment.

13. Attorneys' Fees and Costs

Please revise page 24, Attorney's Fees and Costs as follows:

In the event a suit or action is instituted in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover such sum, as the court may adjudge reasonable as to reasonable attorney's fees and costs.

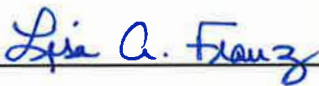
14. Invoicing – Home to School

Time and mileage for Home to School services shall begin at the point of first pickup and end at the last point of drop-off.

15. Invoicing – Field Trips

Time and mileage for Field Trips shall begin and end at the Contractor's facility located within the boundaries or city limits of Oxnard.

OXNARD SCHOOL DISTRICT:



Signature

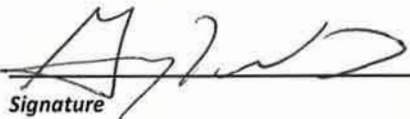
Lisa A. Franz, Director, Purchasing

Typed Name/Title

4-20-18

Date

DURHAM SCHOOL SERVICES:



Signature

Gary Waits, CEO of Student Transportation

Typed Name/Title

April 2, 2018

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Amendment #1 to Agreement #20-127 with University of California, San Diego School of Medicine (DeGenna/Jefferson)

At the Board meeting of May 5, 2021, the Board of Trustees ratified Agreement #20-127 with the University of California, San Diego School of Medicine in the amount of \$5,000.00, to provide Occupational Therapy Prescription Forms to the OSD Special Education Services Department as requested, for the period of April 1, 2021 through June 30, 2022.

Amendment #1, in the amount of \$5,000.00, extends the term of the agreement through June 30, 2025.

FISCAL IMPACT:

\$5,000.00 (\$280.00 per hour) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #20-127 with University of California, San Diego School of Medicine.

ADDITIONAL MATERIALS:

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

[Agreement-MOU #20-127, University of California, San Diego School of Medicine \(7 Pages\)](#)

AMENDMENT #1 TO OSD AGREEMENT #20-127

FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
OXNARD SCHOOL DISTRICT
CONCERNING CONSULTING SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT amends that certain Agreement between and The Regents of the University of California on behalf of its San Diego School of Medicine, Department of Pediatrics ("UNIVERSITY") and Oxnard School District, a political subdivision of Ventura County ("DISTRICT") executed on May 12, 2021.

The parties agree to amend the Agreement as follows:

The third recital is deleted in its entirety and replaced as written:


“WHEREAS, UNIVERSITY employs physicians with specialized training and expertise in Pediatrics and healthcare special education, and in particular, Howard Taras, M.D. and Adam Braddock, M.D. (“PHYSICIAN”); AND”

Section 8.1 Term of Agreement. The term of the Agreement is extended through June 30, 2025.

Except as specifically herein amended, the Agreement will remain in full force and effect.

The parties have executed this First Amendment as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf of the University of California San Diego, School of Medicine,
Department of Pediatrics

By: 
Gene Hasegawa
Chief Operating Officer
UC San Diego Health Sciences

05/02/2022
Date

OXNARD SCHOOL DISTRICT

By: _____

Date

Name: **Lisa A. Franz**

Title: **Director, Purchasing**

OSD AGREEMENT #20-127

AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
OXNARD SCHOOL DISTRICT
CONCERNING CONSULTING SERVICES

THIS AGREEMENT is made by and between The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics ("UNIVERSITY") and Oxnard School District, a political subdivision of Ventura County ("DISTRICT") with reference to the following facts:

WHEREAS, DISTRICT recognizes the importance of students' health and wellbeing and its relationship to learning; and,

WHEREAS, DISTRICT believes in the value of maintaining the quality of DISTRICT health services offered to students and their families; and,

WHEREAS, UNIVERSITY employs physicians with specialized training and expertise in Pediatrics and healthcare special education, and in particular, Howard Taras, M.D., ("PHYSICIAN"); AND

WHEREAS, it would benefit both parties to enter into an agreement where DISTRICT desires to secure, and UNIVERSITY desires to provide, the non-exclusive services of PHYSICIAN to provide special education health services to DISTRICT;

NOW, THEREFORE, it is agreed:

1. RESPONSIBILITIES OF UNIVERSITY

- 1.1 UNIVERSITY shall appoint PHYSICIAN to provide medical consultation to DISTRICT as requested by DISTRICT personnel. This may include: health-related protocols and procedures; advisement on students with special health care needs; interactions on behalf of DISTRICT with students' physicians; definition of 'medical necessity' for occupational, physical, and speech therapies received by students at DISTRICT.
- 1.2 If PHYSICIAN shall become permanently unavailable, for any reason, UNIVERSITY may, in its sole discretion, appoint another PHYSICIAN or terminate this Agreement. If UNIVERSITY elects to appoint another PHYSICIAN, such an appointment shall be made with the prior written consent of DISTRICT and such services shall be provided pursuant to the terms of this Agreement.
- 1.3 Space and Equipment. UNIVERSITY shall ensure that adequate and appropriate space and facilities are provided as necessary for the proper performance of services pursuant to this Agreement.

2. RESPONSIBILITIES OF PHYSICIAN

- 2.1 PHYSICIAN shall supervise and assign staff, as necessary to perform the services as described in subsection 1.1.
- 2.2 PHYSICIAN shall maintain in good standing an unrestricted license to practice medicine in the State of California, certifications and qualifications required hereunder or contemplated hereby.
- 2.3 Other Duties: PHYSICIAN shall
 - 2.3.1 shall work with DISTRICT to establish a mutually agreed upon schedule necessary to perform the services as described in subsection 1.1.
 - 2.3.2 as applicable, shall advise DISTRICT of needed repairs or replacement of DISTRICT provided equipment necessary for the proper performance of services under this Agreement either recognized by or brought to the attention of PHYSICIAN.

3. RESPONSIBILITIES OF DISTRICT

- 3.1 Equipment. DISTRICT, at its expense, shall supply for PHYSICIAN'S use such equipment as mutually agreed upon by the parties as necessary for the proper performance of services under this Agreement, within DISTRICT'S budgetary limitations and subject to required governmental licenses and approvals.
- 3.2 Use of UNIVERSITY'S Name
California Education Code section 92000 prohibits use of UNIVERSITY'S name to suggest that UNIVERSITY endorses a product or service DISTRICT will not use the Regents' or UNIVERSITY'S name, or any acronym thereof, including "UCSD," in any way that implies or suggests endorsement by UNIVERSITY, or the Regents, of the product(s) utilized or in association with the program produced under this agreement without prior written approval, except to identify UNIVERSITY as the copyright holder, or as the work site when required to do so by law.
- 3.3 DISTRICT acknowledges that UNIVERSITY employees shall follow the ethical and legal standards established by the UNIVERSITY'S Compliance Program, as well as those of DISTRICT'S compliance program, if such program exists, and a copy has been provided to the UNIVERSITY'S employee.

4. COMPENSATION AND BILLING

- 4.1 As compensation for the services rendered by PHYSICIAN to DISTRICT pursuant to sections 1.1 and 2.1 of this Agreement, DISTRICT shall pay UNIVERSITY a sum of Two Hundred Eighty-dollars (\$280.00) per hour of PHYSICIAN'S work. Payment is due within thirty (30) days of receipt of UNIVERSITY'S invoice and upon termination of this Agreement or earlier upon UNIVERSITY'S completion of the services. Services performed for each DISTRICT location will be invoiced separately.

Invoices will be sent to: Oxnard School District
Attention: Christy Garibay, Administrative Assistant
Email: cgaribay@oxnardsd.org
1051 South A Street
Oxnard, CA 93030

Checks will be made payable to: The Regents of the University of California

And sent to: UCSD Campus Main Depository
P.O. Box 741539
Los Angeles, CA 90074-1539
UCSD Re # 2021-0347
Federal Tax ID# 95-6006144

5. INSURANCE

DISTRICT and UNIVERSITY will maintain liability insurance or self insurance sufficient to cover the indemnification obligations under this Agreement.

6. INDEMNIFICATION

6.1 DISTRICT'S Indemnification. DISTRICT shall defend, indemnify and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

6.2 UNIVERSITY'S Indemnification. UNIVERSITY shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.

7. COOPERATION IN DISPOSITION OF CLAIMS

DISTRICT and UNIVERSITY agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. DISTRICT and UNIVERSITY agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, DISTRICT and UNIVERSITY shall have reasonable access to the medical records and charts of the other

relating to any such claim or investigation; provided, however, that nothing in this section shall require either DISTRICT or UNIVERSITY to disclose any peer review documents, incident reports, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

8. TERM AND TERMINATION

- 8.1 Term of Agreement. The term of this Agreement shall be for the period from April 1, 2021 through June 30, 2022. This Agreement may be renewed upon the mutual written agreement of both parties.
- 8.2 Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause, for any reason, at any time by DISTRICT or UNIVERSITY upon thirty (30) days prior written notice to the other party. Termination without cause shall not include termination based upon the volume of revenue or referrals generated under this Agreement.
- 8.3 Termination For Material Breach. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving written notice of termination to the breaching party, which termination shall be effective immediately upon delivery or as otherwise specified in such notice; provided, however, that if the nature of the breach is such that it can be reasonably cured, said notice shall specify the nature of such breach, and shall further state that the breaching party shall have thirty (30) days from the effective date of such notice to cure such breach, at which time, if the breach is not cured, this Agreement shall be terminated.
- 8.4 Cause for Automatic Termination. This Agreement shall automatically terminate in the event of: (1) the loss of DISTRICT'S State of California professional or business license; (2) the loss of DISTRICT'S insurance coverage as described in Section 6 of this Agreement; (3) the insolvency or bankruptcy of DISTRICT.
- 8.5 Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement, as herein above provided, and except as specifically provided herein, no party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of expiration or earlier termination.

9. INDEPENDENT CONTRACTOR

None of the provisions of this Agreement shall be construed to or shall create a relationship of agency, representation, joint venture, ownership, control or employment between the parties, and it is understood and agreed that UNIVERSITY is at all times acting and performing the services pursuant to this Agreement as an independent contractor and not as an employee or agent of DISTRICT. DISTRICT shall not control or direct the manner or methods by which UNIVERSITY performs the contemplated medical services. However, UNIVERSITY shall be responsible for performing the services in a manner and at times so as to ensure that the contemplated services are performed and rendered in a competent, efficient and satisfactory manner.

10. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. DISTRICT and UNIVERSITY agree to amend this Agreement if such amendment is required by applicable regulatory authority and does not materially affect the relative economic benefits of the parties.

11. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If they are unable to do so, then the following procedures shall apply.

11.1 Mediation. Any dispute between the parties which cannot be resolved in accordance with Article 14 of this Agreement may be submitted to mediation. If the parties mutually agree that mediation is appropriate, within ten (10) business days of the delivery of a request for mediation, the parties shall agree upon a mediator. If the parties are unable to agree on a mediator, a mediator shall be appointed by JAMS/Endispute. In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each party shall be represented by persons with authority to negotiate a resolution of the dispute, and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private. The fees and expenses of the mediator shall be borne equally by the parties, each of whom shall be responsible for their own costs. The entire mediation process shall be confidential and the privileges and protection of Evidence Code Section 1152.5 shall apply. Prior to commencement of mediation, the parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of Evidence Code Section 1152.5. At any time, either party may withdraw from the mediation process and submit the matter to binding arbitration.

12. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California.

13. ASSIGNMENT

Neither DISTRICT nor UNIVERSITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

14. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the invalid provisions are not material to the overall purpose and operation of this Agreement.

15. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of

the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

16. ENTIRE AGREEMENT

This Agreement, including attached exhibits, contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

17. ATTORNEYS' FEES

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

18. INTERRUPTION OF SERVICES

Any of the parties shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the parties so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the excused party.

19. SUBJECT HEADINGS

The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

20. METHOD OF NOTIFICATION

All notices required or permitted to be given hereunder which may be given by any party to the other, shall be deemed to have been fully given when made in writing and sent by facsimile to the number set forth below or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY: Associate Vice Chancellor
UC San Diego Health Sciences
9500 Gilman Drive, MC 0602
La Jolla, CA 92093-0602

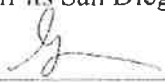
TO DISTRICT: Director, Special Education
Oxnard School District
1051 South A Street
Oxnard, CA 93030

21. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied signatures will be deemed to have the same effect as an original.


The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
on behalf its San Diego School of Medicine, Department of Pediatrics

By: 
Gene Hasegawa
Chief Operating Officer
UC San Diego Health Sciences

4/1/21
Date

OXNARD SCHOOL DISTRICT

By: 
Name: Lisa A. Franz
Title: Director, Purchasing

5-12-2021
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-215 – The Math Learning Center (DeGenna/Fox)

The Math Learning Center will provide Online Professional Development for K-5 DLI Teachers during the 2021-2022 and 2022-2023 fiscal years.

Term of Agreement: June 28, 2022 through June 30, 2023

FISCAL IMPACT:

\$8,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-215 with The Math Learning Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-215, The Math Learning Center \(6 Pages\)](#)
[Presentation Information \(6 Pages\)](#)



Workshop Contract

This Contract is between The Math Learning Center and Oxnard School District.

Oxnard School District agrees to purchase the following workshop for \$1,000. Oxnard School District agrees to pay the total fee even if fewer than 30 enroll. Net 30.

The maximum enrollment for this workshop is 30 participants. Should Oxnard School District exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Number Corner: Remote Getting Started Gr. K-5
Workshop #: 00015409
Enrollment: 30
Start Date/Time: June 28, 2022 09:00 AM PST
End Date/Time: June 28, 2022 11:15 AM PST
Site: Remote - Oxnard School District CA

The Math Learning Center invoices Oxnard School District for the above workshop fee. Payment is made by Oxnard School District to The Math Learning Center.

Oxnard School District
 by _____
 Title Director, Purchasing
 Date _____

The Math Learning Center
 by Tomoko Harpster
 Regional Coordinator
 05/18/2022



Workshop Contract

This Contract is between The Math Learning Center and Oxnard School District.

Oxnard School District agrees to purchase the following workshop for \$1,500. Oxnard School District agrees to pay the total fee even if fewer than 30 enroll. Net 30.

The maximum enrollment for this workshop is 30 participants. Should Oxnard School District exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Number Corner: Remote Support Gr. K-2
Workshop #: 00015410
Enrollment: 30
Start Date/Time: June 29, 2022 09:00 AM PST
End Date/Time: June 29, 2022 12:00 PM PST
Site: Remote - Oxnard School District CA

The Math Learning Center invoices Oxnard School District for the above workshop fee. Payment is made by Oxnard School District to The Math Learning Center.

Oxnard School District

The Math Learning Center

by _____

by Tomoko Harpster

Title Director, Purchasing

Regional Coordinator

Date _____

05/18/2022



Workshop Contract

This Contract is between The Math Learning Center and Oxnard School District.

Oxnard School District agrees to purchase the following workshop for \$1,500. Oxnard School District agrees to pay the total fee even if fewer than 30 enroll. Net 30.

The maximum enrollment for this workshop is 30 participants. Should Oxnard School District exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Number Corner: Remote Support Gr. 3-5
Workshop #: 00015411
Enrollment: 30
Start Date/Time: June 30, 2022 09:00 AM PST
End Date/Time: June 30, 2022 12:00 PM PST
Site: Remote - Oxnard School District CA

The Math Learning Center invoices Oxnard School District for the above workshop fee. Payment is made by Oxnard School District to The Math Learning Center.

Oxnard School District

The Math Learning Center

by _____

by Tomoko Harpster

Title Director, Purchasing

Regional Coordinator

Date _____

05/18/2022



Workshop Contract

This Contract is between The Math Learning Center and Oxnard School District.

Oxnard School District agrees to purchase the following workshop for \$1,000. Oxnard School District agrees to pay the total fee even if fewer than 30 enroll. Net 30.

The maximum enrollment for this workshop is 30 participants. Should Oxnard School District exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Number Corner: Remote Getting Started Gr. K-5
Workshop #: 00015433
Enrollment: 30
Start Date/Time: October 5, 2022 03:30 PM PST
End Date/Time: October 5, 2022 05:45 PM PST
Site: Remote - Oxnard School District CA

The Math Learning Center invoices Oxnard School District for the above workshop fee. Payment is made by Oxnard School District to The Math Learning Center.

Oxnard School District

The Math Learning Center

by _____

by Tomoko Harpster

Title Director, Purchasing

Regional Coordinator

Date _____

05/19/2022



Workshop Contract

This Contract is between The Math Learning Center and Oxnard School District.

Oxnard School District agrees to purchase the following workshop for \$1,500. Oxnard School District agrees to pay the total fee even if fewer than 30 enroll. Net 30.

The maximum enrollment for this workshop is 30 participants. Should Oxnard School District exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Number Corner: Remote Support Gr. K-2
Workshop #: 00015434
Enrollment: 30
Start Date/Time: October 6, 2022 03:30 PM PST
End Date/Time: October 6, 2022 06:30 PM PST
Site: Remote - Oxnard School District CA

The Math Learning Center invoices Oxnard School District for the above workshop fee. Payment is made by Oxnard School District to The Math Learning Center.

Oxnard School District
 by _____
 Title **Director, Purchasing** _____
 Date _____

The Math Learning Center
 by Tomoko Harpster
 Regional Coordinator
 05/19/2022



Workshop Contract

This Contract is between The Math Learning Center and Oxnard School District.

Oxnard School District agrees to purchase the following workshop for \$1,500. Oxnard School District agrees to pay the total fee even if fewer than 30 enroll. Net 30.

The maximum enrollment for this workshop is 30 participants. Should Oxnard School District exceed maximum enrollment, a \$100.00 fee per additional participant WILL be assessed. No exceptions.

Workshop: Number Corner: Remote Support Gr. 3-5
Workshop #: 00015435
Enrollment: 30
Start Date/Time: October 12, 2022 03:30 PM PST
End Date/Time: October 12, 2022 06:30 PM PST
Site: Remote - Oxnard School District CA

The Math Learning Center invoices Oxnard School District for the above workshop fee. Payment is made by Oxnard School District to The Math Learning Center.

Oxnard School District

by _____

Title Director, Purchasing

Date _____

The Math Learning Center

by Tomoko Harpster

Regional Coordinator

05/19/2022

MLC REMOTE PRESENTATION INFORMATION

The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. **An MLC Coordinator will contact you to discuss the presentation details listed near the bottom of this document.**

Presentation: Number Corner: Remote Getting Started Gr. K-5
Workshop #: 00015409

June 28, 2022 09:00 AM - June 28, 2022 11:15 AM PST

Contact: Erica Murillo de Jeronimo **Home Phone:**
Oxnard School District **Work Phone:**
1051 S A St **Cell:**
Oxnard CA 93030-7442 **Email:** emurillodejeronimo@oxnardsd.org

Presenter: Katie McGinnes
City/State:
Home Phone:
Cell: 253.569.4862
Email: katie_mcginnes@mathlearningcenter.org

Zoom Link for Participants to Join Workshop:

<https://mathlearningcenter.zoom.us/meeting/register/tJwpce-urzkuHtcORK2QqxZh8ZTjWhhgi-e>

Additional recommended points to discuss:

- What should we know about your schools or the needs of your teachers before the workshop?
- Does your school or district use Zoom to schedule meetings or deliver instruction to students?

Contact The Math Learning Center for more information:

MLC Workshop Support
PO Box 12929
Salem, OR 97309-0929
1-800-575-8130
(503) 370-8130 / fax (503) 961-0132

MLC REMOTE PRESENTATION INFORMATION

The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. **An MLC Coordinator will contact you to discuss the presentation details listed near the bottom of this document.**

Presentation: Number Corner: Remote Support Gr. K-2
Workshop #: 00015410

June 29, 2022 09:00 AM - June 29, 2022 12:00 PM PST

Contact:	Erica Murillo de Jeronimo Oxnard School District 1051 S A St Oxnard CA 93030-7442	Home Phone: Work Phone: Cell: Email:	 emurillodejeronimo@oxnardsd.org
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Presenter: Katie McGinnes
City/State:
Home Phone:
Cell: 253.569.4862
Email: katie_mcginnes@mathlearningcenter.org

Zoom Link for Participants to Join Workshop:

[https://mathlearningcenter.zoom.us/meeting/register/tJYtd-uhqj4tGNNa63C3svwRD357IPfoGsUsI](https://mathlearningcenter.zoom.us/join/https://mathlearningcenter.zoom.us/meeting/register/tJYtd-uhqj4tGNNa63C3svwRD357IPfoGsUsI)

Additional recommended points to discuss:

- What should we know about your schools or the needs of your teachers before the workshop?
- Does your school or district use Zoom to schedule meetings or deliver instruction to students?

Contact The Math Learning Center for more information:

MLC Workshop Support
PO Box 12929
Salem, OR 97309-0929
1-800-575-8130
(503) 370-8130 / fax (503) 961-0132

MLC REMOTE PRESENTATION INFORMATION

The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. **An MLC Coordinator will contact you to discuss the presentation details listed near the bottom of this document.**

Presentation: Number Corner: Remote Support Gr. 3-5
Workshop #: 00015411

June 30, 2022 09:00 AM - June 30, 2022 12:00 PM PST

Contact:	Erica Murillo de Jeronimo Oxnard School District 1051 S A St Oxnard CA 93030-7442	Home Phone: Work Phone: Cell: Email:	 emurillodejeronimo@oxnardsd.org
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Presenter: Katie McGinnes
City/State:
Home Phone:
Cell: 253.569.4862
Email: katie_mcginnes@mathlearningcenter.org

Zoom Link for Participants to Join Workshop:

<https://mathlearningcenter.zoom.us/meeting/register/tJwpce-urzkuHtcORK2QqxZh8ZTjWhhgi-e>

Additional recommended points to discuss:

- What should we know about your schools or the needs of your teachers before the workshop?
- Does your school or district use Zoom to schedule meetings or deliver instruction to students?

Contact The Math Learning Center for more information:

MLC Workshop Support
PO Box 12929
Salem, OR 97309-0929
1-800-575-8130
(503) 370-8130 / fax (503) 961-0132

MLC REMOTE PRESENTATION INFORMATION

The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. **An MLC Coordinator will contact you to discuss the presentation details listed near the bottom of this document.**

Presentation: Number Corner: Remote Getting Started Gr. K-5
Workshop #: 00015433

October 5, 2022 03:30 PM - October 5, 2022 05:45 PM PST

Contact:	Erica Murillo de Jeronimo Oxnard School District 1051 S A St Oxnard CA 93030-7442	Home Phone:	
		Work Phone:	
		Cell:	
		Email:	emurillodejeronimo@oxnardsd.org

Presenter: Alison Fox Mazzola
City/State:
Home Phone:
Cell: 650.219.6432
Email: alison@alisonfoxmazzola.com

Zoom Link for Participants to Join Workshop:

<https://mathlearningcenter.zoom.us/meeting/register/tJUodOyvqjspG9G7eTvoXDpBOfI2MZJRF>

Additional recommended points to discuss:

- What should we know about your schools or the needs of your teachers before the workshop?
- Does your school or district use Zoom to schedule meetings or deliver instruction to students?

Contact The Math Learning Center for more information:

MLC Workshop Support
PO Box 12929
Salem, OR 97309-0929
1-800-575-8130
(503) 370-8130 / fax (503) 961-0132

MLC REMOTE PRESENTATION INFORMATION

The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. **An MLC Coordinator will contact you to discuss the presentation details listed near the bottom of this document.**

Presentation: Number Corner: Remote Support Gr. K-2
Workshop #: 00015434

October 6, 2022 03:30 PM - October 6, 2022 06:30 PM PST

Contact: Erica Murillo de Jeronimo **Home Phone:**
Oxnard School District **Work Phone:**
1051 S A St **Cell:**
Oxnard CA 93030-7442 **Email:** emurillodejeronimo@oxnardsd.org

Presenter: Alison Fox Mazzola
City/State:
Home Phone:
Cell: 650.219.6432
Email: alison@alisonfoxmazzola.com

Zoom Link for Participants to Join Workshop:

[https://mathlearningcenter.zoom.us/meeting/register/tJEtduqorjwsHNAQ0nG15Fkj3LU0XGlor0](https://mathlearningcenter.zoom.us/join/https://mathlearningcenter.zoom.us/meeting/register/tJEtduqorjwsHNAQ0nG15Fkj3LU0XGlor0)

Additional recommended points to discuss:

- What should we know about your schools or the needs of your teachers before the workshop?
- Does your school or district use Zoom to schedule meetings or deliver instruction to students?

Contact The Math Learning Center for more information:

MLC Workshop Support
PO Box 12929
Salem, OR 97309-0929
1-800-575-8130
(503) 370-8130 / fax (503) 961-0132

MLC REMOTE PRESENTATION INFORMATION

The Math Learning Center is pleased to provide the following information in support of the workshop listed below. We appreciate your assistance in making this an outstanding experience for participants. **An MLC Coordinator will contact you to discuss the presentation details listed near the bottom of this document.**

Presentation: Number Corner: Remote Support Gr. 3-5
Workshop #: 00015435

October 12, 2022 03:30 PM - October 12, 2022 06:30 PM PST

Contact:	Erica Murillo de Jeronimo Oxnard School District 1051 S A St Oxnard CA 93030-7442	Home Phone:	
		Work Phone:	
		Cell:	
		Email:	emurillodejeronimo@oxnardsd.org

Presenter: Alison Fox Mazzola
City/State:
Home Phone:
Cell: 650.219.6432
Email: alison@alisonfoxmazzola.com

Zoom Link for Participants to Join Workshop:

<https://mathlearningcenter.zoom.us/meeting/register/tJUrdOCurjkuHNPZBbC1IGX4wQaA4Wcv>

Additional recommended points to discuss:

- What should we know about your schools or the needs of your teachers before the workshop?
- Does your school or district use Zoom to schedule meetings or deliver instruction to students?

Contact The Math Learning Center for more information:

MLC Workshop Support
PO Box 12929
Salem, OR 97309-0929
1-800-575-8130
(503) 370-8130 / fax (503) 961-0132

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #21-218, Oxnard Union High School District (DeGenna/Shea)

OUHSD Career Education will provide K12 Strong Workforce Program (SWP) funding to support career exploration in high demand fields such as Nursing and STEAM. This funding is targeted for 7th and 8th grade students to support making decisions in high school to select a career path. The opportunities in this grant extend over multiple school years, formalizes the relationship with OUHSD by providing the documentation needed for SWP grant requirements, and represents Round 4 of funding.

Term of Agreement/MOU: June 23, 2022 through June 30, 2024

FISCAL IMPACT:

Funding awarded to Oxnard School District - \$178,406.00

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 #21-218 with Oxnard Union High School District.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-218, Oxnard Union High School District \(5 Pages\)](#)

OSD AGREEMENT #21-218
Memorandum of Understanding
OXNARD SCHOOL DISTRICT
and
OXNARD UNION HIGH SCHOOL DISTRICT
K12 Strong Workforce Program
June 23, 2022

This service contract sets forth the terms and conditions under which the OXNARD UNION HIGH SCHOOL DISTRICT (hereafter referred to as OUHSD), serving as the fiscal agent, and OXNARD SCHOOL DISTRICT serving as the local educational agency (hereafter referred to as LEA\District), will work together to meet the deliverables of the K12 Strong Workforce Program (hereafter referred to as K12 SWP), a program administered by the California Community Colleges Chancellor's Office (hereafter referred to as CCCC).

K12 SWP is a program established by the California legislature as an ongoing statewide funding opportunity. It is designed to support K-12 Local Education Agencies (LEAs) in creating, improving, and expanding Career Technical Education (CTE) courses, course sequences, programs of study, and pathways for students transitioning from secondary education to postsecondary education to living-wage employment.

As a partner in this project, the LEA District agrees to meet and adhere to the requirements of the K12 SWP, as outlined below. Further, LEA District agrees to meet and adhere to the obligations of the grant work plans, as outlined in this document.

LEA District Responsibilities

The LEA District assumes the following responsibilities:

- Districts shall collect and report Career Technical Education data to the California Department of Education, as applicable to middle school programming. The statewide tracking systems used include the California Longitudinal Pupil Achievement Data System (CALPADS).
- All K12 SWP expenditures must be coded with the goal code of 3800 (CTE).
- All funds must be expended by June 1, 2024
- Identify CTE-specific work in the Local Control and Accountability Plan (LCAP).
- Maintain and provide supporting documentation for all expenditures related to grant activities.
- Maintain all records for five years upon completion of the project.
- Solicit prior approval for expenditures in excess of \$5,000. Route approval requests through OUHSD for approval. Purchases in excess of \$5,000 that are not approved will be the responsibility of the LEA.
- LEA District must engage in regional efforts with OUHSD to align education services to meet the CTE

Program Requirements, and minimum standards for the work plan, are described below:

1. Offer high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.
2. Provide pupils with quality career exploration and guidance.
3. Provide pupil services, including, but not limited to, counseling and leadership development.

4. Provide opportunities for students to participate in afterschool, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.
5. Leads to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.
6. Is staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.
7. Reports data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.
8. Meet reporting requirements, including:
 - a. Annual reporting as required by the California Department of Education (CDE). LEA districts shall submit the required end-of-the-year files to the California Department of Education by November 1st, immediately following the fiscal year for which data are being reported
 - b. Participate in grant activity opportunities which may include field trips, student events, and additional professional development
 - c. Provide program and fiscal information to OUHSD in support of K12 SWP and fiscal reporting requirements, when requested by OUHSD.
9. Expend funds in accordance with Attachment A: K12 SWP Round 4 Request for Application, and in accordance with the grant work plans outlined in this MOU.

OUHSD Responsibilities

OUHSD assumes the following responsibilities:

- Reporting Requirements: OUHSD shall complete program and fiscal reporting requirements related to the K12 SWP
- Facilitate pre-approval of expenditures in excess of \$5000, upon request of LEA district
- Provide programmatic guidance and support to carry out the K12 SWP work plans

Term

The term of this MOU is June 23, 2022 - June 30, 2024, subject to all terms and conditions set forth herein.

Funding

Funding for the *“Adapt-Persevere-Engage-Connect: K-14 Employee Pipeline Project for Oxnard - Hueneme - Camarillo - Somis”* grant is outlined in the section below.

Upon execution of this MOU, in a timely manner, OUHSD shall release 70% of funds as outlined in the K12 SWP Round 4 Request for Application specifications. Moreover, progress payment(s) up to 20% of the total amount of the grant award, shall be released, upon the submission of an additional invoice(s) and accompanying documentation as required by the South Central Coast Regional Consortium (SCCRC) and completion of all reports due at the time the invoice(s) is submitted. Payment of the final 10% will be made upon receipt of an invoice and accompanying documentation as required by the SCCRC, review, and approval by the SCCRC expenditure/progress reports and the final report, and upon the receipt of full funding from the CCCCO. The total award amount for this contract is \$178,406.

Termination due to Cessation of State Funding

OUHSD shall have the right to terminate this Contract upon three (3) days written notice in the event that the receipt by OUHSD of funds from the State government for this program is reduced, suspended, or eliminated for any reason. The LEA District hereby expressly waives any and all claims against OUHSD for damages arising from the termination, suspension, or reduction of the funds provided by the State government to OUHSD for the program under which this Service Contract is made, or of the portion thereby delegated by this Service Contract.

Insurance

OUHSD and LEA 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.

Indemnification

OUHSD and LEA District each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

Work Plan

Grant funds shall be expended in accordance with the K12 SWP Round 4 Request for Application specifications and the work plan details of this grant. The objectives of the *Adapt-Persevere-Engage-Connect: K-14 Employee Pipeline Project for Oxnard - Hueneme - Camarillo - Somis* are as follows:

1) CURRICULUM AND INSTRUCTION

- The SCCRC/Center of Excellence recommended prioritizing programs that train for occupations that are middle-skill and pandemic-resilient jobs. This work plan will focus on these factors to further develop career exploration programs throughout the K14 system. The goal of this objective is to align programs with SCCRC priorities and to increase K14 collaboration, curriculum alignment, and industry certifications
- Build soft skills and career readiness skills curriculum throughout the K14 system and provide marketing materials to increase access to early grades and special populations
- Provide industry-specific professional development to K14 CTE faculty to further develop their programs; coordinate collaboration time for K14 aligned faculty to share lessons learned and best practices
- Increase employer engagement of COVID resilient jobs/industry sectors in advisory committee and/or curriculum review meetings, to advise on curriculum and industry certification updates that may have been impacted by the pandemic

2) COLLEGE AND CAREER EXPLORATION

- Improve student awareness regarding the connection between college and career preparation. Reframe the counseling paradigm to include career counseling in addition to the emphasis on A-G completion and graduation requirements. Identify and adopt a research-based career counseling model.
- Consolidate and focus efforts within the K14 system to provide "consistent sharing and marketing of career education programs to empower and guide students", as recommended by the SCCRC.

- Provide faculty and parents of special population groups with training to include labor market data and K12 CTE programs, career development, and career research/exploration tools.
- Provide faculty and parents of special population groups collaboration time to discuss needs, and develop action plans.
- Increase K14 career exploration through WBL activities and increase participation with special population groups through bi-lingual marketing materials and presentations.

3) POST-SECONDARY TRANSITION

- Increase WBL activities and events with community college career education partners; targeting special population groups.
- Increase articulation agreements and dual enrollment classes with aligned community college career education programs.
- Collaborate with middle school and community college partners to review, revise, and promote the K14 Transition Guide.

4) WORK-BASED LEARNING

- Increase employer engagement and higher-level WBLs, such as internships and student-led enterprises

Notices

Any amendments or changes to this service contract should be submitted in writing and addressed to the following:

TO OXNARD UNION HIGH SCHOOL DISTRICT: DR. TOM MCCOY
 SUPERINTENDENT
 OXNARD UNION HIGH SCHOOL DISTRICT
 1800 SOLAR DRIVE, Oxnard, CA 93030
 (805) 385-2500

TO OXNARD SCHOOL DISTRICT: DR. KARLING AGUILERA-FORT
 SUPERINTENDENT
 OXNARD SCHOOL DISTRICT
 1051 South A Street, Oxnard, CA 93030
 (805)385-1501

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

Compliance with Laws

Each party to this contract will comply with all applicable laws.

Construction of Covenants and Conditions

Each term and each provision of this contract will be construed to be both a covenant and a condition. **184**

CONTACT PAGE

OXNARD UNION HIGH SCHOOL DISTRICT
PROJECT DIRECTOR: Monica Phillippe
Director of Career Education
1800 Solar Drive, Oxnard, CA 93030
Phone: (805) 278-1607
Email: monica.phillippe@oxnardunion.org

BUSINESS OFFICE: Patsy Thomas
Director of Fiscal Services, Accounting
1800 Solar Drive, Oxnard, CA 93030
Phone: (805) 385-2560
Email: patsy.thomas@oxnardunion.org

OXNARD SCHOOL DISTRICT
PROJECT DIRECTOR: Dr. Ginger Shea
Address: 1051 South A Street, Oxnard, CA 93030
Phone: 805-385-1501
Email: gshea@oxnardsd.org

BUSINESS OFFICE: Sue Haidet
Accounts Receivable
Address: 1051 South A Street, Oxnard, CA 93030
Phone: 805-385-1501
Email: shaidet@oxnardsd.org

IN WITNESS WHEREOF the parties hereto have executed this Contract.

SIGNATURES

Dr. Karling Aguilera-Fort, Superintendent
OXNARD SCHOOL DISTRICT

Date

Dr. Tom McCoy, Superintendent
OXNARD UNION HIGH SCHOOL DISTRICT

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-06 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Lugotoff)

Oxnard School District is entering into a renewal agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2022-23 school year. The term of Agreement #22-06 is July 1, 2022 to June 30, 2023.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #22-06 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2022-23 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-06 with Child Development Resources of Ventura County, Inc. \(5 pages\)](#)

OSD AGREEMENT #22-06

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this 22nd day of June, 2022 by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CDR Head Start/State Preschools located at Sierra Linda and Harrington Schools in Oxnard in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	\$1.97 each	Lunch	\$3.66 each
Supplement/Snack	\$1.00 each	Supper	\$ N/A each

*Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2022-2023.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20.
3. Provide CN Labels when requested for eligible products and/or official grain crediting letters that verify meal component and whole grain rich contributions in compliance with CACFP meal pattern for children aged 3-5.
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an

itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pickup.
8. Provide copy of menu to each vended site monthly.
9. CDR shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CDR locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A").
10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery.
11. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
12. Operate in accordance with current CACFP requirements.
13. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of

Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.

14. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
15. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
16. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
17. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at the pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick up/delivery.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CACFP Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2022 and shall continue through June 30, 2023. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

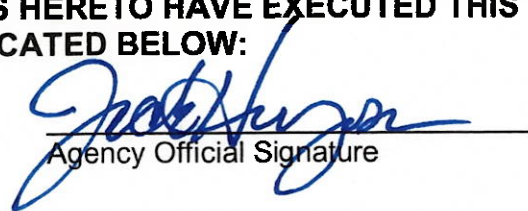
Service Provider Official Signature

Lisa Franz
Official Name (please type)

Director, Purchasing
Title

(805) 385-1501
Telephone

Date



Agency Official Signature

Jack Hinojosa
Agency Official Name (please type)

Chief Executive Officer
Title

(805) 485-7878
Telephone

6/3/2022
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-07 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Lugotoff)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Foster School, located on the Frank Middle School campus. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #22-07 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2022-23 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-07 Ventura County Office of Education \(3 pages\)](#)

OSD AGREEMENT #22-07

CHILD NUTRITION SERVICES AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHES TO FOSTER SCHOOL

This agreement, executed in duplicate and entered into on June 22, 2022, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils, and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) Foster shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 9) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2022, until June 30, 2023, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF
EDUCATION

Lisa Franz, Director
Purchasing



Lisa Cline, Executive Director
Internal Business Services

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-08 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Lugotoff)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Dwire School, located on the McAuliffe School campus. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #22-08 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2022-23 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-08 Ventura County Office of Education \(3 pages\)](#)

OSD AGREEMENT #22-08

CHILD NUTRITION SERVICES AGREEMENT FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL

This agreement, executed in duplicate and entered into on June 22, 2022, between the Oxnard School District, hereinafter referred to as “Oxnard School District,” and Dwire School, administered by Ventura County Office of Education, hereinafter referred to as “VCOE,” is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA, 93035.
- 2) Oxnard School District shall provide the necessary utensils, and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at Christa McAuliffe Cafeteria and delivered by McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire will notify McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Dwire, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunches will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) Dwire shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District’s non-student days. However, upon request, Oxnard School District may provide meals to a VCOE location on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit A). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 9) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2022, until June 30, 2023, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

Lisa Franz, Director
Purchasing

VENTURA COUNTY OFFICE OF
EDUCATION

Lisa Cline, Executive Director
Internal Business Services

Exhibit A

Oxnard School District 2022-2023 School Calendar

July 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	31

July	
4	Independence Day Holiday

August	
11-12	Staff Development Days (No students)
15	Teacher Prep Day (No students)
16	Site Staff Development Day (No students)
17	First Day of School

September	
5	Labor Day Holiday

October	
10-11	Staff Development Day (No students)

November	
11	Veterans Day Holiday
15-18	Conference Days (Minimum Days for students)
21-25	Thanksgiving Holidays

December	
16	Minimum Day for teachers and students
19-30	Winter Break

January 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
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January	
1	New Year's Day
2-6	Winter Break
16	Martin Luther King Jr. Holiday

February	
9-10	Conference Days (Minimum Days for students)
17	President's Day Holiday
20	President's Day Holiday

March	
27-31	Spring Break

April	
3-7	Spring Break
7	Spring Holiday

May	
29	Memorial Day Holiday

June	
16	Last Day of School (Min. Day for teachers & students)

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-09 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Lugotoff)

Oxnard School District is entering into an agreement with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying daily breakfast, lunch and snacks to the students in the CAPSLO preschool program at Harrington School during the 2022-23 school year. The term of Agreement #22-09 is July 1, 2022 to June 30, 2023.

FISCAL IMPACT:

None. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #22-09 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2022-23 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-09 CAPSLO \(5 pages\)](#)

OSD AGREEMENT #22-09

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this 22nd day of June, 2022 by and between Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO), hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals and snacks under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals and snacks to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply meals and snacks, on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CAPSLO preschool program located at Harrington School in Oxnard in accordance with the number of meals and snacks requested.

Breakfast: \$1.97 each Lunch: \$3.66 each Snack: \$1.00 each

*Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2022-2023.

2. Assure that each meal and snack provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20.
3. Provide CN labels when requested for eligible products and/or official grain crediting letters that verify snack components and whole grain rich contributions in compliance with CACFP Meal Pattern for children aged 3-5.
4. Maintain full and accurate records that document: (1) the menus listing all food items provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each food item, and (3) an itemization of the quantities of each component used to prepare said meal or snack. The Vendor

agrees to provide meal and snack preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared for each snack.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the food components and quantities itemized in the meal and snack preparation records.
6. Maintain on a daily basis an accurate count of the number of snacks prepared for the Agency. Documentation must include the number of meals and snacks requested by the Agency.
7. Allow the Agency to increase or decrease the number of snacks, as needed, when the request is made within twenty-four (24) hours of the scheduled pickup time.
8. Provide copy of menu to the site monthly.
9. CAPSLO shall provide Oxnard School District with a yearly school calendar. Oxnard School District will not be obligated to provide any meals or snacks on the District's non-student days. However, upon request, Oxnard School District may provide meals and snacks to CAPSLO on non-student days at a cost of \$250.00 per day, with the exception of district holidays. A 14-day advance notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery.
11. The Vendor agrees to forfeit payment for snacks that are not ready within one (1) hour of the agreed-upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal or snack requirements contained in this Agreement.
12. Operate in accordance with current CACFP requirements.
13. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
14. Not subcontract for the assembly of the meals or snacks.

15. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
16. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
17. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at the pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve and sanitize the serving and eating areas, and assemble transport carts and auxiliary items and return to Harrington kitchen daily.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERM OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2022 and shall continue through June 30, 2023. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature

Lisa Franz
Official Name (please type)

Director, Purchasing
Title

(805) 385-1501 ext. 2414
Telephone

Date



Agency Official Signature

Elizabeth Steinberg
Agency Official Name (please type)

CEO
Title

(805) 544-4355
Telephone

5/31/22
Date

Oxnard School District 2022-2023 School Calendar

	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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(1) See www.opedsd.org/parents/2022-2023-school-calendar for more information.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Facilities Agreement

Approval of Renewal Agreement #22-10 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (Mitchell/Miller)

Since December 2009, Oxnard School District has contracted with Zixta Enterprises, Inc. for Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot.

Renewal Agreement #22-10 for the 2022-23 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for thirty-one (31) regular and three (3) handicapped-accessible parking spaces designated for the District's exclusive use during its hours of operation (M-F 7:00 am-5:00 pm), and all day on dates the District holds Board meetings or other special events. There is an increase of \$1,520.46 from last year's fee, based on the Consumer Price Index (CPI).

FISCAL IMPACT:

Under the terms of Agreement #22-10, Vallarta agrees to pay the District a yearly fee of \$27,825.99 for their use of the ESC front parking lot for the period of July 1, 2022 through June 30, 2023.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Renewal Agreement #22-10 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-10 Vallarta \(6 pages\)](#)

OSD # 22-10
LICENSE AGREEMENT

The Oxnard School District (“District”) and Zixta Enterprises, Inc., doing business as Vallarta Supermarkets (“Vallarta”), hereby enter into this license agreement under the following terms and conditions (the “Agreement”):

1. The District grants to Vallarta a license for the non-exclusive use by Vallarta’s customers, employees and any and all other persons conducting business with Vallarta for overflow parking purposes (the “Permitted Use”), of the District’s front parking lot at the District’s administrative offices on 1051 South A Street in Oxnard, California (located at the corner of South “A” Street and West Wooley Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, the “Lot”). This license, which confers no easement or other legal interest in the Lot or in any other District property upon Vallarta, is subject to the following conditions:

- a. The Permitted Use of the Lot is limited to the hours of operation of the Vallarta Supermarket at 1050 South A Street, Oxnard, California (“Vallarta #21”), being Monday through Sunday from 7am to 11pm (the “Operating Hours”), plus the 15 minutes preceding and following the Operating Hours.
- b. Vallarta shall remove any trash, shopping carts, other materials or debris resulting from the Permitted Use of the Lot at least once per hour during Operating Hours.
- c. The Permitted Use of the Lot is for overflow parking only and the parking lot located at Vallarta #21 must be used first when space is available in said parking lot.
- d. Vallarta shall advise its customers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate 31 regular parking spaces and 3 handicapped-accessible parking spaces. The District agrees to reasonably notify Vallarta of such designations or changes thereto. In May of 2011, the parties inspected the parking lot together and agree that the designated spaces are as shown on **Exhibit A** hereto and as follows:
 - i. All the parking spaces located between the two entrances to the parking lot from “A” street will be reserved for District use only during District hours of operation (M-F 7:00am-5:00pm) and all day on dates when the Board of Trustees holds meetings or other special events require it. A copy of the current schedule of the board meetings has been provided to Vallarta and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
 - ii. A swing arm gate was installed by the District during the Summer of 2011 to clearly separate the designated spaces, which are reserved for District use only during District hours of operation, from the rest of the parking lot. The location

of the swing arm gate will prevent traffic entering through the South ramp from turning into the area where the designated spaces are located, which area is highlighted on the attached Exhibit A. Since traffic entering on the North ramp will be directed South, the parties agree that no fence or gate will be installed, but signs will be posted. Vallarta's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with Vallarta.

2. The term of the Agreement shall be from July 1, 2022 to and including June 30, 2023 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

3. Both parties agree to adjust the License Fee annually based on the Consumer Price Index (CPI), which for the current period is 5.78%. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$27,825.99 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$6,956.50 each, due on July 1, 2022, October 1, 2022, January 1, 2023, and April 1, 2023. Vallarta shall also do the following:

- a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$10 million per occurrence and \$10 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
- b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. Vallarta shall bear the expense of procuring the coverage and endorsement.
- c. Upon commencement of the Term hereof, Vallarta shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
- d. At any time during the Term the District may notify Vallarta that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. Vallarta shall provide a certificate within five (5) working days of receiving such notice.

4. Vallarta shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages,

or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or intentional misconduct in and on the Lot by Vallarta's officers, employees, customers or any and all persons conducting business with Vallarta. The District shall notify Vallarta of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify Vallarta shall not relieve Vallarta of its obligations under this Paragraph unless the District's delay actually makes it impossible for Vallarta to meet such obligations.

5. If the District believes that Vallarta is failing to meet its obligations under this Agreement, the District shall notify Vallarta in writing of the events and/or conditions that it believes constitutes such failure. Vallarta shall immediately correct the deficiencies identified by the District. If Vallarta fails to immediately correct these deficiencies, the District may declare Vallarta in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve Vallarta from completing its obligations under Paragraph 4 of this Agreement.

6. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon forty-five (45) days notice to the other party; provided, however, that Vallarta's obligations under Paragraph 4, above, shall survive the termination of this Agreement.

7. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and Vallarta that has been approved by the District's Governing Board.

8. Vallarta may not assign its rights or obligations under this Agreement without the prior written approval of the District.

9. Vallarta, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Vallarta further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state, and local rules.

10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood and may benefit the neighborhood by lessening the use of sidewalks or other areas by Vallarta customers.

11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

12. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

13. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

14. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Superintendent
1051 South A Street
Oxnard, California 93030

To Vallarta:

Mr. Adolfo Molina
Vice President of Finance
10147 No. San Fernando Road
Pacoima, California 91331

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS]

15. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

Oxnard School District

Zixta Enterprises, Inc., dba Vallarta Supermarkets

By: _____

By:  _____

Name: Lisa Franz

Name: Adolfo Molina

Title: Purchasing Director

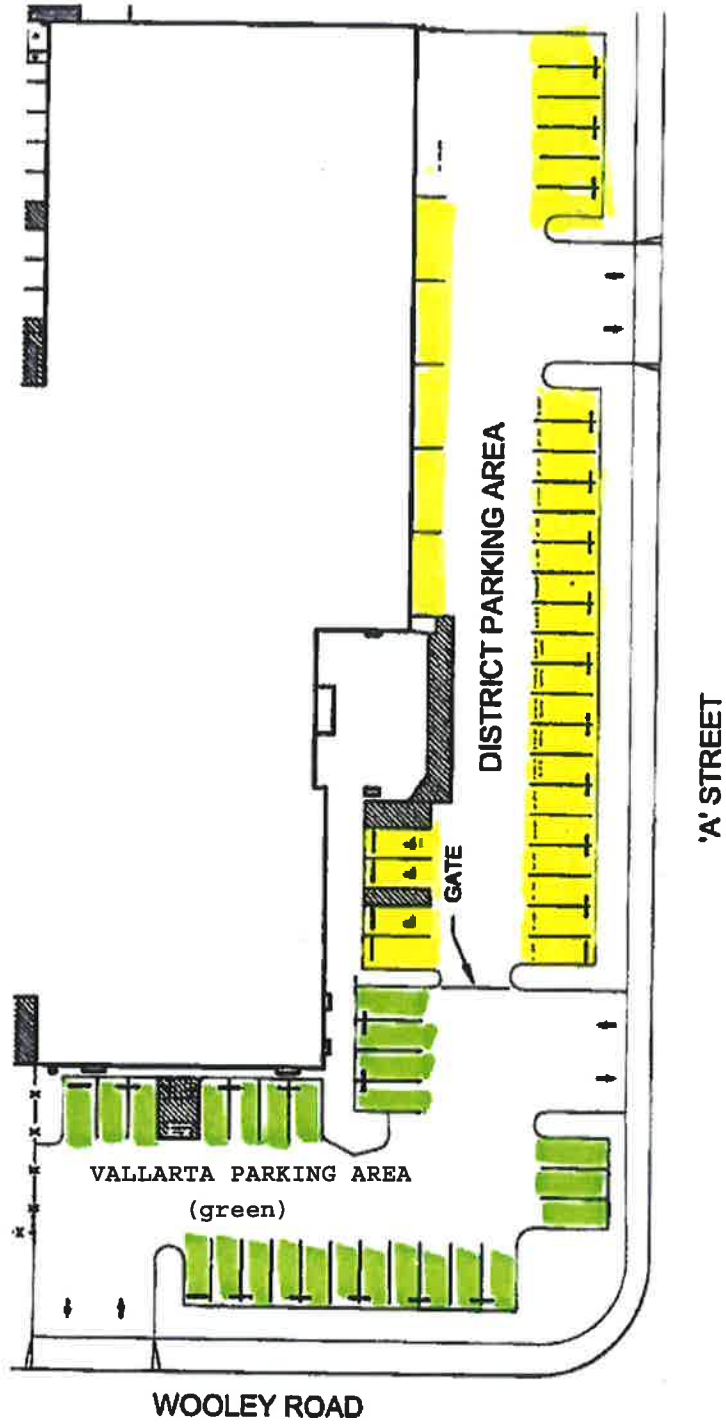
Title: VP of Finance

Date: _____

Date: 6.6.22

Exhibit A

EDUCATIONAL SERVICE CENTER
FRONT PARKING AREA



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-15, Ventura Unified School District (DeGenna/Ruvalcaba)

This Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District.

The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 12 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2022-23 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided.

FISCAL IMPACT:

\$3,414.12 (Matching Funds) - Title I

RECOMMENDATION:

It is the recommendation of the Manager of Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-15 with the Ventura Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-15, Ventura Unified School District \(3 Pages\)](#)
[Service Plan \(2 Pages\)](#)

MEMORANDUM OF UNDERSTANDING
Ventura County Indian Education Consortium

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Oxnard School District (Partner District).

Memorandum of Understanding Purpose:

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, **Oxnard School District**, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

Memorandum of Understanding Timeline:

This MOU is effective July 1, 2022 and will extend through June 30, 2023.

Memorandum of Understanding and Description of Services:

Partner District agrees to the following:

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.

VUSD (Provider) agrees to the following:

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
 - a) Indian Education Parent Advisory Committee
 - b) Indian Education enrollment and verification support
 - c) Indian Education Annual Honoring Ceremony and Events
 - d) Indian Education teaching resources/lending library
 - e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2022 – 23 is “Notable Native American Leaders- Part 1”

4/11/2022

4. Provide services at Partner District schools through the district-supported format to include:
 - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
 - b) Classroom presentations on Native American themes (to include classmates of identified students).
5. Ensure that VUSD employees have received adequate training in the services being provided and appropriate licenses/certificates are in current standing.
6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

Payment of Funds to VUSD for VC Indian Education Consortium Services:

The Partner District, Oxnard School District, agrees to contribute \$3,414.12 to VUSD for Indian Education services provided during the 2022-23 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

Indemnification:

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

Cancellation:

This MOU may be cancelled by either party upon 30 days written notice.

4/11/2022

Signatures:

PARTNER DISTRICT: Oxnard School District

Authorized District Representative: Lisa A. Franz

Signature: _____

Title: Director, Purchasing

Date: _____

PROVIDER: Ventura Unified School District

Authorized Representative: Dr. Rebecca Chandler

Signature:  _____

Title: Assistant Superintendent, Business Services

Date: 4/12/22



Ventura County Indian Education Consortium

Presidential Award Winning Program

Title VI Federal Project – Serving Public

School Districts in Ventura County Since 1974

Ventura Unified School District (LEA)

255 W. Stanley Ave., Suite 100

Ventura, California 93001

<http://tinyurl.com/vcindianed>

Partner District Service Plan for 2022 – 2023

With your district’s continued partnership, we can preserve the heritage of Native American students in Ventura County as well as the region’s Native cultural history. Please consider the following formats:

A district-supported format is possible with additional funds for each district’s share of identified Native American students. Next year’s federal grant funding has increased to \$284.51 per student (see table below). Funds will be used to maintain experienced hourly teachers and counselors, as in prior years. Service options include Indian Education through:

- ✓ Individual/small group lessons to support cultural identity and awareness for eligible Native American students; or
- ✓ Classroom presentations on Native American themes, and
- ✓ On-site teacher workshops on Native American themes (open to all teachers).

The basic format relies solely on federal funds (\$84,498) to provide a limited Indian Education program, which meets minimum federal requirements and does not provide school site visits. Services will include:

- ✓ Indian Education Parent Advisory Committee
- ✓ Indian Education enrollment and verification support
- ✓ Indian Education Annual Honoring Ceremony and Events
- ✓ Indian Education teaching resources/lending library
- ✓ Indian Education teacher workshops to introduce teaching resources and annual curriculum theme (the theme for 2022 – 2023 is “Notable Native Leaders- Part 1”)
- ✓ The Ventura Unified School District will continue to serve as the Local Education Agency

Appropriate funding sources may include LCFF and general funds.

Consortium superintendents, please respond to this request by Monday, June 1 by emailing Robin Jacobs at Robin.Jacobs@venturausd.org confirming commitment of funds. This will permit final planning for the 2022-23 school year. Rosters of identified Indian Education students for each district can be provided upon request.

With your district’s funding support, Indian Education teachers and counselors will be able to continue to provide school visits to identified Indian Education students. Developed over 48 years, our program provides hands-on reading lessons and activities enhanced with the use of realia, primary source materials, cultural history, technology and current event topics for the Native American community. We hope to share these resources with students in your district to increase their cultural proficiency and erase misconceptions about Native Peoples. This is an opportunity to support a historical program and to inspire a new generation of future Native American scholars and leaders. Thank you for your partnership and support.

Robin Jacobs, Coordinator

robin.jacobs@venturausd.org

(805) 641-5000 Ext. 1193

CAMARILLO ACADEMY OF PROGRESSIVE EDUCATION
 CONEJO VALLEY UNIFIED SCHOOL DISTRICT
 FILLMORE UNIFIED SCHOOL DISTRICT
 HUENEME SCHOOL DISTRICT
 MOORPARK UNIFIED SCHOOL DISTRICT
 OJAI UNIFIED SCHOOL DISTRICT
 OXNARD SCHOOL DISTRICT

OXNARD UNION HIGH SCHOOL DISTRICT
 PLEASANT VALLEY SCHOOL DISTRICT
 RIO SCHOOL DISTRICT
 SIMI VALLEY UNIFIED SCHOOL DISTRICT
 VENTURA CHARTER SCHOOL
 VENTURA UNIFIED SCHOOL DISTRICT
 VISTA REAL CHARTER HIGH SCHOOL

School District	CURRENT YEAR FUNDING REQUEST		PRIOR YEAR FUNDING REQUEST	
	Indian Education Student Count SY21-22	Proposed District Match SY22-23 \$284.51	Indian Education Student Count SY20-21	Proposed District Match SY21-22 \$277.85
CAPE Charter	0	\$ -	1	\$ 277.85
Conejo VUSD	31	\$ 8,819.81	34	\$ 9,446.90
Fillmore USD	4	\$ 1,138.04	6	\$ 1,667.10
Hueneme ESD	3	\$ 853.53	5	\$ 1,389.25
Moorpark USD	20	\$ 5,690.20	18	\$ 5,001.30
Ojai USD	6	\$ 1,707.06	5	\$ 1,389.25
Oxnard SD	12	\$ 3,414.12	15	\$ 4,167.75
Oxnard UHSD	23	\$ 6,543.73	19	\$ 5,279.15
Pleasant Valley SD	13	\$ 3,698.63	0	\$ -
Rio SD	7	\$ 1,991.57	7	\$ 1,944.95
Simi VUSD	40	\$ 11,380.40	42	\$ 11,669.70
Ventura Charter	4	\$ 1,138.04	5	\$ 1,389.25
Ventura USD	125	\$ 35,563.75	122	\$ 33,897.70
Vista Real Charter	9	\$ 2,560.59	7	\$ 1,944.95
Other Publicly Funded Schools	0	\$ -	0	\$ -
TOTAL	297	\$ 84,499.47	286	\$ 79,465.10

Robin Jacobs, Coordinator

robin.jacobs@venturausd.org

(805) 641-5000 Ext. 1193

CAMARILLO ACADEMY OF PROGRESSIVE EDUCATION
 CONEJO VALLEY UNIFIED SCHOOL DISTRICT
 FILLMORE UNIFIED SCHOOL DISTRICT
 HUENEME SCHOOL DISTRICT
 MOORPARK UNIFIED SCHOOL DISTRICT
 OJAI UNIFIED SCHOOL DISTRICT
 OXNARD SCHOOL DISTRICT

OXNARD UNION HIGH SCHOOL DISTRICT
 PLEASANT VALLEY SCHOOL DISTRICT
 RIO SCHOOL DISTRICT
 SIMI VALLEY UNIFIED SCHOOL DISTRICT
 VENTURA CHARTER SCHOOL
 VENTURA UNIFIED SCHOOL DISTRICT
 VISTA REAL CHARTER HIGH SCHOOL

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-17, Frog Environmental (Mitchell/Galvan)

Frog Environmental will perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, during the 2022-2023 fiscal year. Services will include: SWPPP updates based on review of all samplings, visual observations and inspection records, Lab and Sampling Services, completion and submittal of the 2022-23 Level 2 Technical Report and provision of Storm Water Monitoring services.

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

FISCAL IMPACT:

Not to exceed \$6,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees approve Agreement #22-17 with Frog Environmental.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-17, Frog Environmental \(4 Pages\)](#)



OSD AGREEMENT #22-17

965 E Willow Street
Signal Hill California 90755

STATEMENT OF WORK

Facility Address

Oxnard School District
516 West Wooley Rd
Oxnard, CA 930307442

Estimate #
EST-000188

Estimate Date
Jun 01, 2022

Subject :

2022-2023 Stormwater Monitoring Contract

#	Item & Description	Qty	Rate	Amount
1	IGP Basic Monitoring <ul style="list-style-type: none"> Provide Monitoring Plan – includes compliance forms, sampling instructions, and pertinent guidance for meeting reporting requirements Perform facility visual observations, inspections, and site assessments throughout the year – includes comprehensive BMP evaluations, compliance assessments, and electronic report of findings Records audit of the facility's required permit and monitoring documents Monitoring Specific Training on performing required observations, form completion, BMP implementation, storm event preparation, sampling, and applicable IGP training as needed SMARTS management - account setup and administrative support such as uploading plans, sample results*, and required reports Rain Alerts Basic SWPPP updates are included for SWPPPs written by Frog 	1	2,500.00	2,500.00
2	Sampling Basic Service <ul style="list-style-type: none"> Client performs storm event sampling and utilizes Frog for sample pick-up, quality control, delivery to lab for analysis, interpretation of results, and SMARTS reporting. Frog provides sampling supplies, required forms, rain alerts, training, and guidance. Number of points and additional parameters may be amended based on SWPPP requirements. <p>Cost for Run-Off Sampling per event based on 3 point(s) and additional parameters: None</p> <p>\$525 total per event (\$175 per point)</p>	4	525.00	2,100.00

Notes: Monitoring Services are Billed Semiannually - Lab and Sampling Fees are Billed Separately

Sub Total 4,600.00

Looking forward for your business.

Total **\$4,600.00**

Terms & Conditions

Please reference your Master Service Agreement for additional Terms & Conditions

Client and Vendor Signature

Print Name: Lisa A. Franz, Director, Purchasing

Print Name: Hurley Jorge

Sign and Date: _____

Sign and Date: *Hurley Jorge* 06/09/22

Facility: Oxnard School District
516 W. Wooley Rd
Oxnard, CA 93030

Vendor: Frog Environmental
965 E. Willow St
Signal Hill, CA 90755



MASTER SERVICE AGREEMENT

This master service agreement ("Agreement"), made on June 22, 2022 by and between Frog Environmental ("FROG"), having a principal place of business at 965 E Willow Street, Signal Hill, CA 90755, and Oxnard School District ("CLIENT"), having a principal place of business at 516 West Wooley Rd, Oxnard, CA 93030-7442, collectively ("BOTH PARTIES") sets forth the terms and conditions under which FROG agrees to provide Services.

- 1. SERVICES.** FROG will provide Services on a "per statement of work (SOW)" basis as requested by CLIENT for locations that are in the United States.
- 2. TERM.** The term of this Agreement ("Term") shall commence and be effective upon signature by CLIENT and continue until terminated by either party pursuant to the Termination Clause. The auto-renewal shall apply to annual service contracts. One-time service contracts expire upon completion.
- 3. TERMINATION CLAUSE.** Either party may terminate this Agreement at any time for any reason by giving at least sixty (60) days' notice in writing to the other party. CLIENT shall pay FROG all such unpaid monies within ten (10) days of the Termination Date.
- 4. PAYMENT.** Unless expressly stated otherwise, CLIENT shall pay FROG in full within thirty (30) days of the date of all invoices. Frog offers a 2% discount if payment is received within 10 (ten) days of the invoice date. All payments must be made in US Dollars.
- 5. LATE PAYMENT CHARGE.** Invoices and balances not paid within 60 (sixty) days will be assessed a 10% late fee that will continue to accrue until paid. All accounts with balances not paid within 60 (sixty) days will be placed on credit hold and all services will be suspended until payment is received. If Frog is forced to institute a collection action, CLIENT agrees to pay FROG's costs and expenses of collection – whether by arbitration, mediation and/or litigation – including all related court costs and reasonable attorney's fees.
- 6. DEFAULT.** If CLIENT fails to pay any amount due hereunder or under any other agreement with FROG, FROG may at its sole option without further obligation to CLIENT, (a) refuse to continue to service the account, (b) furnish Services only on a "COD" basis, or (c) cancel this Agreement upon written notice to CLIENT without liability. FROG shall be under no obligation to furnish any Services during any period of time within which CLIENT does not perform its responsibilities hereunder including, but not limited to, the timely payment of any charges then due FROG and providing FROG service personnel with full access and availability to the locations.
- 7. CREDIT.** Standard credit terms are net 30 days, subject to credit approval. CLIENT hereby authorizes FROG and its lender or funding source the right to obtain and use consumer and/or commercial credit reports on CLIENT, now and from time to time, as necessary in the credit evaluation and review process and waives any right or claim CLIENT would have under the Fair Credit Reporting Act in absence of this continuing consent. This Agreement authorizes FROG and its assignees to report CLIENT's performance of any obligation owed FROG to any consumer/commercial reporting agency or other credit grantor.
- 8. TAXES.** CLIENT shall pay any applicable sales, property and use taxes, related to these Services.
- 9. REFUNDS OR EXCHANGES.** No refunds or exchanges for services performed shall be granted.
- 10. SERVICE FEE.** \$30.00 will be assessed for any returned checks.
- 11. UNSCHEDULED SERVICES.** In the event that emergency or unscheduled service are requested by CLIENT, additional charges may be assessed, due and payable upon presentation of an invoice by FROG to CLIENT. CLIENT is responsible for and shall pay in a timely way, any fees or charges associated with unscheduled services.
- 12. OWNERSHIP.** Any pre-existing materials are proprietary and remain the property of its respective owner. All reports, analysis, studies, assessments, and any other work product or documentation prepared by or for FROG related to the purpose of this Agreement, solely and specifically for CLIENT, shall remain the sole and exclusive property of CLIENT, except FROG forms and templates which will remain the property of FROG. FROG forms and templates used to complete the scope of work in this Agreement are solely for use by CLIENT for the facility specified in this Agreement, and are not intended for use at other CLIENT locations. Any use of proprietary FROG forms and templates at other CLIENT facilities shall require additional, separate contracts and/or agreements.
- 13. PRICE CHANGES.** Unless otherwise agreed to and properly stated in writing in SOW format, FROG may, at any time and upon its discretion, adjust its pricing for Services upon ninety (90) days prior written notice. In the event that FROG shall increase its basic charges, CLIENT may terminate this Agreement by giving written notice to FROG fifteen (15) days prior to the effective date of the price increase.
- 14. MEDIATION and APPLICABLE LAW.** BOTH PARTIES agree that any disputes shall be submitted to mediation. All items must be fully documented. If the mediation does not result in a mutual settlement within one year from the date submitted, either party has the right to enforce obligations in a court of law. This Agreement shall be governed by the laws of the State of California. Any controversies or claims arising out of this agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in California, County of Los Angeles.

Southern CA Office
 965 E Willow Street
 Signal Hill, CA 90755
 Phone: 310.241.0866

Northern CA Office
 26291 Production Ave, Suite 1
 Hayward, CA 94545
 Phone: 510.670.0340

Web
 frogenv.com

15. LIMITATION OF LIABILITY. FROG shall not be liable for any direct, indirect, incidental, consequential, exemplary or special damages (including damages for loss of business profits, business interruption, loss of business information or data, or failure to realize savings) regardless of the legal form or basis for any such damages, directly or indirectly, in connection with any claim arising out of this agreement or the furnishing, performance or use of any of the goods or services provided for herein, even if FROG has been advised of the possibility of such damages. In no event shall FROG's liability exceed the fees for goods or services paid by CLIENT for the location under this agreement. The fees for services paid by CLIENT shall be the sole and exclusive remedy. The parties agree that, regardless of the failure of the sole and exclusive remedy, FROG will not be liable for any consequential damages of whatsoever kind or nature.

16. INDEMNIFICATION. Both parties agree to defend, indemnify and hold each other completely harmless from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to CLIENT using any services and/or items purchased. As a condition of receiving the indemnification, the party seeking indemnification (the "Indemnified Party") must give the other party (the "Indemnifying Party") reasonable cooperation and full authority to defend and settle, provided that (i) the Indemnified Party shall have the right to participate in such defense and settlement, including any negotiation attending the same, with counsel of its own selection and at its sole expense, and (ii) any such settlement does not involve any admission of or stipulation to any guilt, fault, or wrongdoing by the Indemnified Party, or impose any obligation (monetary or otherwise) on the Indemnified Party, without its prior express written consent, which consent may not be unreasonably withheld or delayed. Further notwithstanding anything to the contrary, an Indemnifying Party will be relieved of its obligations under this Section to the extent which any failure of an Indemnified Party to promptly notify the Indemnifying Party in writing that it is seeking indemnification materially prejudices the Indemnifying Party's ability to perform its obligations thereunder. Under no circumstances shall the Indemnifying Party be obligated to indemnify the Indemnified Party to the extent that the injury, loss, or damage was caused by the negligence or willful misconduct of the Indemnified Party. In the event of joint, concurrent, or comparative negligence or fault on the part of the party to be indemnified, a party's liability with respect to such indemnity obligation shall be limited to its relative degree of fault. This indemnification does not apply to Third Party Environmental Group lawsuits or Civil Administrative Liability suits from the State or EPA. FROG's liability for indemnification shall be limited in total and in the aggregate to an amount equal to the fees for services or items paid by CLIENT for the location under this agreement. The foregoing indemnification provision is in addition to, and not in derogation of, any statutory, equitable, or common law remedy Indemnitors may have.

17. LITIGATION LIMITATION. No action of any type at law or in equity arising out of or related to this Agreement or the performance thereof shall be commenced by either party against the other more than one year after the completion or cessation of work under this Agreement.

18. SEVERABILITY. The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

19. RELATIONSHIP OF THE PARTIES. The relationship of BOTH PARTIES pursuant to the terms and conditions of this Agreement is and will be at all times that of independent contractors. CLIENT will not have, and will not represent that it has, any power, right or authority to bind FROG, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of FROG or in FROG's name, except herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting BOTH PARTIES as partners or as creating the relationships of employer/employee, franchisor/franchisee, or principal/agent between the parties. CLIENT will make no warranty, guarantee or representation, whether written or oral, on FROG's behalf.

20. NOTICE. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand, by e-mail, by facsimile transmission or upon receipt when mailed by registered or certified mail (return receipt requested and postage prepaid) to FROG at the following addresses:

Frog Environmental
Attn: Chief Financial Officer
965 E Willow Street
Signal Hill, CA 90755

21. GENERAL. This Agreement constitutes the entire agreement of the parties with respect to the Services to be provided hereunder and supersedes any and all prior agreements or understandings, proposals or advertisements, writings, representations, or oral or written statements or communications with respect to their subject matter. CLIENT agrees that any oral statements by FROG representatives or writings not signed by an authorized officer of FROG are not warranties and are not part of this Agreement. This Agreement may not be modified or changed except by a writing signed by both parties. Neither this Agreement nor any of CLIENT's rights to Services herein may be transferred or assigned. FROG may assign its rights and obligations under this Agreement to any individual, corporation or entity engaged in similar business. FROG may subcontract for the provisions of Services to be provided hereunder. CLIENT may not deduct or assert any right of set-off against any payment due FROG hereunder. This Agreement shall be binding upon CLIENT, its permitted successors and assigns and shall inure to the benefit of FROG and its successors and assigns. No delay in notice to CLIENT of its default hereunder or in exercising any right or action permitted herein or under law shall constitute a waiver by FROG. No waiver by FROG of any provisional or right herein shall constitute a waiver of any other provision or right in the future. Neither party shall be responsible to the other for any non-performance or delay in performance occasioned by causes beyond such party's control including acts of God, labor difficulties, and insurrections or pursuant to equivalent provisions in contracts of suppliers. Any provision that by its nature is intended to survive termination or expiration of this Agreement shall so survive. Section headings are for convenience of reference only and are not of substantive effect.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-18 – Heinemann (DeGenna/Fox)

Heinemann will provide in-person onsite Professional Development (Coaching and Follow-Up Support) for Literacy Specialists during the 2022-2023 school year.

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

FISCAL IMPACT:

\$66,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-18 with Heinemann.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-18, Heinemann \(2 Pages\)](#)

OSD AGREEMENT #22-18

HEINEMANN SERVICES AGREEMENT

This Agreement dated as of **June 22, 2022** (the “Effective Date”), is by and between Heinemann, a division of Greenwood Publishing Group, LLC, located at 145 Maplewood Avenue, Suite 300, Portsmouth, NH 03801 (“Heinemann”) and Oxnard School District (the “Customer”) (individually referred to as the “Party” or collectively as the “Parties”).

WHEREAS Customer desires to purchase the Services from Heinemann and Heinemann desires to perform such Services on the terms and conditions set forth in this Agreement, including Exhibit A, and subject to the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase/#services>.

NOW THEREFORE, The Parties hereby agree as follows:

1. Services. Subject to Customer’s payment of the Fees as outlined in Exhibit A, Heinemann shall provide to Customer professional development services (the “Services”), on the Services Dates, as described below.

2. Fee. Customer agrees to pay the Fee for the Services, which will be invoiced by Heinemann as set forth on Exhibit A. All invoices shall be paid by Customer within thirty (30) days of receipt. If such payments are not made within thirty (30) days, Heinemann may terminate this Agreement, unless such breach is promptly cured. Upon execution of this agreement, client is required to submit a purchase order for the full amount listed on Exhibit A to ensure securement of dates.

3. Term. The term of this Agreement shall begin on the Effective Date and extend for a period of one (1) year or until such time as the Services have been delivered in full, whichever shall first occur.

4. Scheduling. The scheduling of Services to be delivered on specified dates (“Services Dates”) shall be outlined in the attached Exhibit A. Services to be delivered on dates to be determined (“TBD Dates”) must be delivered within twelve (12) months of Heinemann’s receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact Heinemann at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. Heinemann cannot guarantee availability of dates for specific consultants. The rescheduling and/or cancellation of Services may incur penalties as set forth in the Heinemann Standard Terms of Purchase located at set forth in this Agreement, including Exhibit A, and subject to the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase/#services>.

5. Intellectual Property; Prohibition on Reproduction. The intellectual property contained in the Heinemann Services is considered “Confidential and/or Proprietary Information” to Heinemann and are protected by copyright and other intellectual property rights. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced, or distributed without the prior written consent of Heinemann.

6. General. All other terms of this Agreement are governed by the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase>.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:

HEINEMANN

**Oxnard School District
Authorized Signer**

By: _____

By: _____

Printed Name: Cherie Bartlett

Printed Name: Lisa A. Franz

Title: Manager, Professional Development, On-Site

Title: Director, Purchasing

**OXDCA220811
OXDCA221018
OXDCA230214
OXDCA230425**



DEDICATED TO TEACHERS

145 Maplewood Avenue, Suite 300
Portsmouth, NH 03801
Phone: 800-541-2086 Ext. 1402
Fax: 907-375-2987
www.heinemann.com/pd

EXHIBIT A

PD Offering:	Fountas & Pinnell Literacy Follow Up Support Two Presenters
Date(s):	8/11/2022 - 8/12/2022 10/18/2022 – 10/20/2022 2/14/2023 – 2/16/2023 4/25/2023 – 4/27/2023
Physical Location or Virtual:	Oxnard, CA
Number of Participants:	40 (per session)
Total Fee:	\$66,000
Organization:	Oxnard School District

The Fee for the Services is inclusive of the presenter’s fee and travel expenses related to the Services.

The contract and Purchase Order (for the full amount of this agreement) is due by: 7/8/2022. The above date(s) are not secured until Heinemann has received the required purchase order.

**OXDCA220811
OXDCA221018
OXDCA230214
OXDCA230425**

Initial Here

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #22-19 – Tri-Signal Integration Inc. (Mitchell/Miller)

Tri-Signal Integration Inc. will perform district wide annual Fire Alarm Test and Inspection services.

Term of Agreement: July 1, 2022 through October 1, 2022

FISCAL IMPACT:

\$69,465.00 – Routine Restricted Maintenance

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #22-19 with Tri-Signal Integration Inc. in the amount of \$69,465.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-19, Tri-Signal Integration Inc. \(5 Pages\)](#)



TRI•SIGNAL
INTEGRATION, INC.

June 8, 2022

Dana Miller
Director of Facilities
Oxnard USD
1055 South C Street
Oxnard, CA 93030

RE: Services to be provided at the following locations: See page 4 & 5 for the list of locations

LIFE SAFETY SERVICE AGREEMENT

Tri-Signal Integration proposes to provide services listed below in accordance with provisions and terms and conditions on the attached pages:

FIRE ALARM SYSTEM SERVICE WILL INCLUDE:

Annual Fire Alarm System Test and Inspection:

Tri-Signal factory trained technician will perform annual test and inspection of control panel equipment including all components, modules, power supplies and batteries; auxiliary/monitoring functions, functional test of audible and visual signaling devices; all initiating devices such as smoke/heat/duct/beam detectors, manual pull stations, water flow & tamper switches).

Special Note: Testing services will be conducted at State Prevailing Wage rates.

Customer representative will assist Tri-Signal to access to all areas of the facilities if necessary.

Tri-Signal will provide necessary equipment such as lifts or ladders if devices are out of reasonable reach.

DOCUMENTATION

Upon completion of each inspection and test, a signed Inspection and Test Report listing actual devices checked will be forwarded to Customer. Copies will be kept at the job site and at our office.

SERVICE NOT INCLUDED IN THIS PROPOSAL

This proposal does not include the cost of labor and parts needed to complete required repairs. The pricing also does not include any fees incurred for fire department witnessing or any additionally required permits. Any parts or labor needed to complete repairs can be provided to the customer at additional cost.



TRI-SIGNAL INTEGRATION, INC.

Page Two

COST FOR FIRE ALARM SYSTEMS INSPECTION PROGRAM

ANNUAL INVESTMENT \$69,465.00 (Sixty-Nine Thousand Four Hundred Sixty-Five Dollars)

Special Note: Testing services will be conducted at State Prevailing Wage rates.

The Charge for the services rendered hereunder will be billed annually, payable in full net 30 days after invoice.

Thank you for allowing Tri-Signal Integration, Inc. to provide you with this service. If you have any questions or concerns, please feel free to contact me at 661-476-4592.

Sincerely,

Lauren Hicks
Tri-Signal Integration, Inc.

PLEASE REMIT THIS AGREEMENT TO LHICKS@TRI-SIGNAL.COM UPON APPROVAL

To accept this proposal, please issue a Purchase Order and sign below as acceptance. If you do not issue Purchase Orders, please tell us how you would like us to reference our invoices to ensure prompt payment.

ACCEPTED BY:

Signature

Date

Lisa A. Franz

Director, Purchasing

Printed Name

Title

Purchase Order



ADDITIONAL TERMS AND CONDITIONS

SCOPE:

The services to be performed hereunder are solely the services set forth herein and in any attached Supplement(s), and Tri-Signal Integration, Inc. does not assume any responsibility for nor is it obligated to examine or comment upon any system design, installation or adequacy or overall system performance or to perform any services to any Equipment not specified in Schedule A.

ACCESS:

This Agreement is entered into on the basis that the above installations and the above Equipment can be visited by Tri-Signal Integration, Inc. Service Technicians and worked on without interference during normal working hours (or those hours called for under any Supplement(s) attached), and Customer hereby grants permission to Tri-Signal Integration, Inc. to enter upon the premises and perform the services agreed to herein. Where it is necessary to use ladders or to remove obstacles to facilitate the inspection of Equipment, the Customer will provide ladders and labor for removing such obstacles.

PARTS WARRANTY AND LIMITATION:

With regard to any Tri-Signal Integration, Inc. manufactured parts under furnished by Tri-Signal Integration, Inc. hereunder, Tri-Signal Integration, Inc. warrants all such parts against defects in material and workmanship for a period of one year from date of manufacture. Tri-Signal Integration, Inc. sole responsibility and Customer's exclusive remedy for breach of this Warranty is the repair or replacement of defective parts by Tri-Signal Integration, Inc. or the return of that portion of the purchase price represented by such defective or non-conforming parts, and in no case shall Tri Signal Integration, Inc. liability under any remedy prescribed by law exceed purchase price. CUSTOMER AGREES THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES AS TO QUALITY OR MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF SAID PARTS IN CONNECTION WITH THEIR FURNISHING OR USE OTHER THAN AS PROVIDED ABOVE. This warranty is void in case of parts abuse, abnormal usage, faulty installation or repair by unauthorized persons, connections to incompatible equipment, AND IN ANY EVENT TRI-SIGNAL INTEGRATION, INC. SHALL HAVE NO LIABILITY FOR INCIDENTAL, CONTINGENT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, RESULTING FROM DEFECT IN ANY TRI- SIGNAL INTEGRATION, INC. PARTS OR OTHERWISE.

With regard to any parts manufactured by others furnished by Tri-Signal Integration, Inc. hereunder, Customer agrees that Tri-Signal Integration, Inc. makes no warranties or representations with respect thereto and Tri-Signal Integration, Inc. sole obligation with respect thereto shall be to pass through to the Customer such other manufacturer's warranty to the extent such warranty is then available and transferable. In furnishing such parts or passing through such warranty to Customer, Tri-Signal Integration, Inc. shall not be deemed to have made, adopted, or guaranteed such other manufacturer's warranty.

LIMITATIONS OF LIABILITY:

It is understood that Tri-Signal Integration, Inc. is not an insurer and that insurance may be obtained by Customer if any is desired by Customer and that the payments made hereunder to Tri-Signal Integration, Inc. are based solely on value of the services rendered and that the scope of the liability undertaken and such payments are not related to the value of the above installation or any property located therein. Tri-Signal Integration, Inc. makes no warranty, express or implied, that the services furnished hereunder will avert or prevent occurrences, or the consequences therefrom, which the services are intended to prevent. Accordingly, Customer agrees that Tri-Signal Integration, Inc. shall not be liable for any loss or damage, irrespective of origin, to person or to property, whether directly or indirectly caused by performance or non-performance of any obligations imposed by this agreement or by any negligent acts or omissions of Tri-Signal Integration, Inc., its agents or employees, unless such loss, damage, or personal injury arises solely, directly and proximately from the negligent performance of such services by Tri-Signal Integration, Inc. and in such event, it is expressly agreed that Tri-Signal Integration, Inc. liability shall be limited to the amount of annual charge for the services to be rendered hereunder. Customer may obtain an expansion of this limitation on liability, if desired, by payment, pursuant to written agreement, of an increased annual rate which shall be negotiated between the parties upon the request of the Customer in writing prior to the effective date or any renewal date of this agreement.

GENERAL:

Tri-Signal Integration, Inc. shall not be responsible for failure to render service hereunder due to unavailability of parts labor troubles, fire, flood, and other causes beyond its reasonable control. This agreement and any Supplement(s) attached constitute the entire agreement between Tri-Signal Integration, Inc. and the Customer and no representation, promise, or statement not expressed herein shall be binding on Tri-Signal Integration, Inc. The terms and conditions herein shall prevail not withstanding any variance with other terms and conditions of any order submitted by Customer with respect to any services hereunder. The effective date of this Agreement shall be the date on which the Agreement is executed by Tri-Signal Integration, Inc.



OXNARD SCHOOL DISTRICT LIST OF LOCATIONS

- | | |
|--|-------------------|
| 1.) Norman R. Brekke School: | \$1,606.00 |
| 1400 Martin Luther King JR Drive | |
| 2.) Cesar Chavez School: | \$6,099.00 |
| 301 North Marquita Street | |
| 3.) Bernice Curren School: | \$3,670.00 |
| 1101 North F Street | |
| 4.) Driffill School: | \$4,072.00 |
| 910 South E Street | |
| 5. Elm Street School: | \$2,900.00 |
| 450 East Elm Street | |
| 6.) Frank Academy: | \$1,925.00 |
| 701 North Juanita Avenue | |
| 7.) Fremont Academy: | \$2,306.00 |
| 1130 North M Street | |
| 8.) Harrington Elementary: | \$2,525.00 |
| 2501 Gisler Avenue | |
| 9.) Dr. Manuel M Lopez Academy: | \$2,457.00 |
| 647 West Hill Street | |
| 10.) Kamala School: | \$4,050.00 |
| 634 West Kamala Street | |
| 11.) Lemonwood School: | \$6,160.00 |
| 2200 Carnegie Street | |
| 12.) Marina West School: | \$1,755.00 |
| 2501 Carob Street | |



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13.) Thurgood Marshall School: \$3,456.00
2900 Thurgood Marshall Drive

14.) Christa McAuliffe School: \$2,180.00
3300 West Marina Avenue

15.) Dennis McKinna School: \$2,968.00
1611 South J Street

16.) Enrollment Center: \$689.00
925 South A Street

17.) Ramona School: \$2,533.00
804 Cooper Road

18.) Emilie Ritche Elementary: \$900.00
2200 Cabrillo Way

19.) Rose Avenue School: \$2,235.00
220 South Driskill Street

20.) San Miguel School: \$4,652.00
2400 South J Street

21.) Sierra Linda School: \$2,222.00
2201 Jasmine Street

22.) Juan Soria Elementary: \$6,312.00
3101 Dunkirk Drive

23.) Transportation/Warehouse: \$913.00
514 & 516 West Wooley Road

24.) District Office: \$870.00
1051 South A Street

Annual Total: \$69,465.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

**Approval of Agreement/MOU #22-20 – Students for Eco-Education and Agriculture (SEEAG)
(DeGenna/Shea)**

SEEAG will provide fieldtrips, farmer’s markets, activities and lessons around nutrition and agriculture to students in the Oxnard School District.

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-20 with Students for Eco-Education and Agriculture (SEEAG).

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-20, Students for Eco-Education and Agriculture \(3 Pages\)](#)



MEMORANDUM OF UNDERSTANDING

Between

Students for Eco-Education and Agriculture

13721 W. Telegraph Road
Santa Paula, CA 93060

and

Oxnard School District

1051 South A Street
Oxnard, CA 93030

This Memorandum of Understanding between Students for Eco-Education and Agriculture, Inc. (SEEAG) and the Oxnard School District (OSD) is made an entered into as of June 22, 2022.

I. Purpose and Scope

SEEAG’s mission is to educate students and the greater community about the farm origins of our food and agriculture’s contribution to our nutritional well-being. SEEAG would like to provide educational programs and tangible resources to elementary school students in the OSD to improve knowledge of agricultural and nutrition related topics, increase access to and consumption of fresh fruits and vegetables, and benefit students’ overall wellness. Educational programs, both on-campus and at SEEAG’s on-farm field trip location, may take place during the school day, during after school programs, or during summer instruction. SEEAG’s educators and support staff are dedicated to providing students with the best experience possible by integrating academic content standards into fun and interactive presentations. SEEAG’s goal is to provide consistent, year-round education to elementary school students in the OSD.

II. Students for Eco-Education and Agriculture’s Responsibilities Under this MOU

1. Schedule and provide on-campus, virtual, and field trip education free of charge for all OUSD students, teachers, staff, and parents throughout the school year and over the summer months.
2. Organize and host “Food and Health Resource Market” pop-ups at OUSD schools in order to distribute fresh food and health resources to students and their families.
3. Provide teachers and students with additional resources to further engage them in the studies of agriculture, food, and nutrition.

III. Oxnard School Districts Responsibilities Under this MOU

1. Allow SEEAG to set up and present on-campus (indoor or outdoor) and/or virtual education instruction to elementary school students during the school year and over the summer months.
2. Allow OSD students to travel to SEEAG's on-farm education sites in Ventura County, when it is safe to do so.
3. Allow SEEAG to set up "Food and Health Resource Market" pop-ups on OSD campuses and help create a safe environment for SEEAG educators to distribute fresh food and health resources to students and their families.
4. Cooperate with SEEAG's staff in obtaining signed field trip and/or photo/video waivers (when applicable) from participating children before scheduled instruction.
5. Cooperate with SEEAG's staff in scheduling presentations and field trips during the school year and over the summer months.

IV. Other Terms and Conditions

1. **Term.** This MOU is effective for a one-year period beginning July 1, 2022 and ending June 30, 2023. Either party may terminate this MOU with thirty days written advance notice of termination to the other party.
2. **Insurance.** SEEAG will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by SEEAG with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence. SEEAG will deliver a copy of such insurance policies to District upon request. SEEAG will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at SEEAG's expense.
3. **Indemnification.** SEEAG will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of SEEAG or its respective agents, contractors, or employees. To the extent permitted by law, the District will defend, indemnify, and hold harmless the SEEAG and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
4. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and OSD policies in the performance of their respective responsibilities under this MOU.



Oxnard School District accepts this agreement:

Signature

Date

Director, Purchasing

Title

Students for Eco-Education and Agriculture (SEEAG) accepts this agreement:

Signature

June 1, 2022

SEEAG's Founder and CEO

Title

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-21 – Foundation for California Community Colleges (DeGenna/Shea)

The California Afterschool Network (CAN), operating under the auspices of The Foundation for California Community Colleges, will provide professional development and services to support the After School Education and Safety (ASES) Grant and the Expanded Learning Opportunity Program (ELOP) programs in the Oxnard School District. Their work will be focused on capacity building of staff and assisting in updating program plans to include ASES and ELOP requirements.

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

FISCAL IMPACT:

\$22,500.00 – ASES

RECOMMENDATION:

It is recommended by the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-21 with The Foundation for California Community Colleges.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-21, Foundation for Calif Community Colleges \(6 Pages\)](#)



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

SERVICES AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

OXNARD SCHOOL DISTRICT

Agreement No.00005833

1. Background

The California Afterschool Network (CAN) is a fiscally sponsored project of the Foundation for California Community Colleges. As such, CAN operates under the auspices of the Foundation, a 501(c)(3) nonprofit organization. The purpose of CAN is to increase access to high quality out-of-school time programs that support the success of California’s children and youth. CAN’s mission is to provide professionals, advocates, and community members the tools and resources necessary to build high-quality out-of-school time programs in California. As a catalyst for Quality, CAN has been instrumental in leading field based efforts to create the Quality Standards for Expanded Learning in California. Since the adoption of the Quality Standards, CAN has been a leading provider of Technical Assistance on the Quality Standards and the Continuous Quality Improvement process for expanded learning programs in California.

2. Parties to Agreement

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, on behalf of CAN, is referred to as “FOUNDATION” and Oxnard School District is referred to as “CUSTOMER”.

3. Services

FOUNDATION shall provide to CUSTOMER five (5) workshop series as set forth in the Scope of Work attached hereto as Exhibit “A” and herein incorporated by reference (the “Services”). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION’s staff and its partners at all reasonable times.

4. Term, Termination

4.1 Term. The period of this Agreement is from **July 1, 2022** to **June 30, 2023** (“Term”), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.

4.2 **Termination for Convenience.** Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

4.3 **Termination for Cause.** Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

4.4 **Procedures at Termination.** Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

5. **Compensation**

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall not exceed **\$22,500.00**, including all applicable taxes. Budget detail is set forth in the Proposal attached hereto as Exhibit "A". CUSTOMER shall provide invoicing instructions to FOUNDATION immediately upon execution of this Agreement. If additional work is requested, it will be approved by the Parties in advance and will be billed at the rate of \$4,500 per workshop.

6. **Indemnification**

FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

7. **Notices**

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Jeff Davis
Executive Director, CAN
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-325-0854
jdavis@afterschoolnetwork.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CUSTOMER:

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Ginger Shea
Director, Enrichment & Specialized Programs
Oxnard School District
1051 South A Street
Oxnard, CA 93090
805-385-1501 x2324
gshea@oxnardsd.org

8. General Provisions

8.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

8.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

8.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

8.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

8.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

8.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

8.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

8.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

8.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

8.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

8.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

8.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

8.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

8.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

8.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

8.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

OXNARD SCHOOL DISTRICT

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: Lisa A. Franz

Print Name: _____

Title: Director, Purchasing

Title: _____

Date: _____

Date: _____

CUSTOMER – second signature, if required

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: N/A

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT A

SCOPE OF WORK

CAN shall provide Oxnard School District with 5 fee for service training experiences. The scope of work is as follows:

- CAN will work with the contracting agency to schedule a series of 5 workshop offerings;
- Conduct a virtual planning meeting with the contracting agency to plan each unique workshop;
- Implement each workshop as planned with contracting agency;
- Complete any necessary follow-up.

Additional training will be billed at the rate of \$4,500 per workshop.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

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

Art Trek Inc. will offer enrichment programs during our Expanded Learning Opportunity Programs. They will provide staff and materials when their services are required. This agreement will cover summer, after school, intersession, and professional development.

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

FISCAL IMPACT:

Not to Exceed \$2,136,910.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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

ART TREK, INC.

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

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

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

SERVICES

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

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

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

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

3. **Enrichment Opportunities:** All materials included
10 days x 23 teachers x 5 hours x \$95 per hour - \$109,250
4. **School year:** (Starts after Labor Day and ends last day of school) *Based on 2021-2022 calendar*
163 days @ 4 hours each x 23 teachers = 14,996 hours
9 days @ 6 hours each x 23 teachers = 1242 hours (early dismissal days). All materials included.

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

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

Total: \$24,000

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

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

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

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

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

Safety and Responsibilities

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

Employment Requirements

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

INVOICING:

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

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

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

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

Nan Young, Director

Date

Lisa A. Franz, Director, Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-23 – Hip Hop Mindset (DeGenna/Shea)

Hip Hop Mindset will provide hip hop dance lessons to students in the Oxnard School District. The program will provide extra enrichment for students after school.

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

FISCAL IMPACT:

\$1,265,600.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-23 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-23, Hip Hop Mindset \(2 Pages\)](#)
[Budget Sheet \(1 Page\)](#)

**Agreement/Memorandum of Understanding and Responsibility #22-23
Between Oxnard School District and
Hip Hop Mindset/William Venegas**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset, William Venegas (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 \$1,265,600.000 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, 2023.
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.
- 4. Require staff to be fully vaccinated for COVID-19.

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 Director, Enrichment and Specialized Programs. This Memorandum of Understanding and Responsibility agreement shall be effective upon signature and Board approval. The agreement will be in effect from July 1, 2022 to June 30, 2023.

Hip Hop Mindset:

William Venegas

Date

Oxnard School District:

Lisa A. Franz, Director of Purchasing

Date

OXNARD SCHOOL DISTRICT
HIP HOP MINDSET 2022 / 2023 BUDGET

ITEM	HOURS	COST
Instructors At School Sites Mon – Friday 2-6PM 17 INSTRUCTORS 15 SITES + 2 SUBS PLUS TRAINING DAYS	14,280	\$1,142,400.00
VIDEO CLASSES VIDEOS FOR OSD	400	\$32,000.00
SPRING BREAK 6 INSTRUCTORS 5 DAYS / 6 HOURS PER DAY	180	\$14,400.00
SUMMER 6 INSTRUCTORS 20 DAYS / 6 HOURS PER DAY	720	\$57,600.00
OPAC RENTAL COSTUMES / PROPS WINTER/SPRING/SUMMER SHOWCASES	3 SHOWCASES	\$20,000.00
FIELD TRIPS TO HHM DANCE STUDIO	240	\$19,200.00
TOTALS	15,820	\$1,265,600.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-24, American Language Services (DeGenna/Ruvalcaba)

American Language Services will provide over the phone, and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the 2022-2023 school year.

Term of Agreement: August 1, 2022 – June 16, 2023

FISCAL IMPACT:

Not to exceed \$20,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-24 with American Language Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-24, American Language Services \(12 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



AML-Global
AMERICAN LANGUAGE SERVICES

M a k i n g T h e W o r l d S m a l l e r

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

ISO Certified – 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

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

FULL SERVICES WORLDWIDE W/ LOCAL COVERAGE

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

TRANSLATION & LOCALIZATION: 200+ Languages

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

TRANSCRIPTIONS: Audio and Video to Text 100+ Languages

MEDIA: Dubbing, Voiceovers, Subtitling & other studio services

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

WE UNDERSTAND YOUR NEEDS

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

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

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

ISO Certified – 9001 & 13485

INTERPRETING

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

TRANSLATIONS & TRANSCRIPTIONS

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

DESKTOP PUBLISHING

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

QUALITY CONTROL

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

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

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

ISO Certified – 9001 & 13485

TRANSLATION RATES

(Partial List of Key Languages) Supporting 200+ languages

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

Translation rates include Translations, Proofing, and Editing

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

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

1985

ISO Certified – 9001 & 13485

ON-SITE INTERPRETING RATES-SOUTHERN/CA

PRIME LANGUAGES 3 HOURS MIN. HOURLY RATE

American Sign Language “ASL”	\$330	\$110
Spanish	\$345	\$115
Arabic	\$435	\$145
Armenian	\$435	\$145
Cantonese	\$495	\$165
French	\$495	\$165
German	\$495	\$165
Japanese	\$540	\$180
Korean	\$450	\$150
Mandarin	\$495	\$165
Portuguese	\$465	\$155
Punjabi	\$465	\$155
Russian	\$435	\$145
Tagalog	\$495	\$165
Vietnamese	\$495	\$165

LANGUAGES BY REGION

Most Middle Eastern	\$465	\$155
Most Asian	\$465	\$165
Most European	\$465	\$165

SPECIALIZED LANGUAGES

Hebrew, Greek, Thai, Czech, Indonesian, Mongolian, Croatian, Serbian, Slavic, Slovenian, Burmese, African, Lao, Indian, Filipino, Afghan, Pakistani & Others	\$465- \$555	\$155- \$185
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ADDITIONAL SERVICES

Closed Captioning “CART”	\$735	\$245
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- After 15 minutes times are billed per hour
- Travel and mileage fees may apply
- Rates are subject to change without advance notice based on availability and other factors
- Additional hours are charged after 8 hours at time & half.
- ASL assignments over 1 hour require two interpreters.
- 24-hour cancellation policy for most languages
- 48-hour Cancellation for ASL, Specialized & Other languages may vary by language and by project
- Certified interpreters available upon request.

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

ISO Certified – 9001 & 13485

**VIDEO REMOTE INTERPRETING (VRI)
PRICING SOUTHERN/CALIFORNIA**

PRE-SCHEDULED

LANGUAGE	PER HOUR	30 MIN. INCREMENTS
American Sign Language "ASL"	\$110	\$55
Spanish	\$95	\$50
Most European	\$125-\$155	\$65-\$78
Most Asian	\$135-\$165	\$70-\$85
Most Middle Eastern	\$125-\$155	\$65-\$78
Specialized	\$145-\$185	\$75-\$95
CART	\$145	N/A



- Easy to Set Up & Use
- 24-Hour Cancellation/ Pre-Scheduled
- 48-Hour Cancellation for ASL/Pre-Scheduled
- Specialized Languages-2-hour minimum
- Most Languages 1-hour minimum
- After the minimum hours, we charge by 30 minute increments.
- Rates are subject to change without prior notification

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SINCE 1985**

ISO Certified – 9001 & 13485

OVER THE PHONE RATES (OPI)

LANGUAGE	PER MINUTE RATE
----------	-----------------

PRE-SCHEDULED

Spanish	\$1.60 per minute
Tier 1 Languages	\$2.35 per minute
Tier 2 Languages	\$2.65 per minute



Tier 1 Languages: (100+ Languages)

Including: Arabic, Hebrew, Farsi, Turkish, Armenian, Cantonese, Mandarin, Korean, Thai, Russian, Ukrainian, Portuguese, French, German, Italian, Tagalog, Vietnamese, Hindi, Urdu, Punjabi, Dari, Kurdish, Laotian, Dutch, Swedish, Norwegian, Danish and many others.

Tier 2 Languages: (50+ Languages)

Including: Hmong, Khmer, Burmese, Twi, Haitian Creole, Karen, Swahili, Samoan, Napoli, Somali, Fulani, Tamil and many others.

- Easy to Set-up & Use
- No late cancellation fee for on demand interpreting
- 1 Hour minimum per call charge
- After the minimum for OPI we charge by 30-minute increments
- Rates are subject to change without prior notification.

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

ISO Certified – 9001 & 13485

TRANSCRIPTION RATES

LANGUAGE	COST PER AUDIO MINUTE/HOUR	LANGUAGE	COST PER AUDIO MINUTE/HOUR
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(Partial List of over 150 Languages)

ENGLISH

	Per Min	Per Hr		Per Min	Per Hr
English <> English	\$3.50	\$177	British English <> British English	\$3.50	\$210

AMERICAS

	Per Min	Per Hr		Per Min	Per Hr
Spanish <> English	\$4.50	\$270	Portuguese <> English	\$7.50	\$450

EUROPEAN

	Per Min	Per Hr		Per Min	Per Hr
Bulgarian <> English	\$8	\$480	Hungarian <> English	\$8	\$480
Catalan <> English	\$8	\$480	Italian <> English	\$8	\$480
Dutch <> English	\$8	\$480	Polish <> English	\$8	\$480
French <> English	\$8	\$480	Romanian <> English	\$8	\$480
German <> English	\$8	\$480	Russian <> English	\$8	\$480
Greek <> English	\$8	\$480	Ukrainian <> English	\$8	\$480

MIDDLE EASTERN

	Per Min	Per Hr		Per Min	Per Hr
Arabic <> English	\$8	\$480	Hebrew <> English	\$12	\$720
Farsi <> English	\$8	\$480			

ASIAN

	Per Min	Per Hr		Per Min	Per Hr
Armenian <> English	\$8.00	\$480	Indonesian <> English	\$9.50	\$570
Khmer <> English	\$9.50	\$570	Japanese <> English	\$12.00	\$720
Cebuano <> English	\$7.50	\$450	Korean <> English	\$12.00	\$720
Chinese <> English	\$7.50	\$450	Kurdish <> English	\$9.50	\$570
Dari <> English	\$7.50	\$450	Pashto <> English	\$7.50	\$450
Hindi <> English	\$7.50	\$450	Punjabi <> English	\$7.50	\$450
Hmong <> English	\$11.50	\$690	Tagalog <> English	\$7.50	\$450
Taiwanese <> English	\$9.50	\$570	Thai <> English	\$11.50	\$660
Turkish <> English	\$8.00	\$480	Urdu <> English	\$7.50	\$450
Vietnamese <> English	\$9.50	\$570			

EXPEDITED DELIVERY AVAILABLE

- All jobs are individually priced
- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- Rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language & specific requirements
- Expedited rates will apply



Hi Alberto,

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

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

Company Name:	Oxnard School District
Type of Project:	Interpreting and Translating
Date of Project:	2022 - 2023
Time(s):	TBD
Location:	TBD
Language(s):	TBD
Cost per Hour, per Interpreter:	See Rate Sheet Interpreting

Guidelines

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

Terms

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

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

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

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

Cancellation by the client of a booked interpreting assignment must be in writing and received no later than 24 hours before the start time or cancellation fees will be charged as per the rates above.

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

Translation:

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

Translation:

Optional Certification

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

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

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

Translation Process

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

Deliverables

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

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

Post Delivery & Editing

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

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

Agreed and Accepted

Date 04/06/2022

AML Gobal: *Jay Herzog* Sr Account Executive

Date _____

Oxnard School District
Lisa A. Franz, Director, Purchasing



AMERICAN LANGUAGE SERVICES EDUCATIONAL CLIENTS (PARTIAL LIST)

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

AMERICAN LANGUAGE SERVICES BUSINESS CLIENTS (PARTIAL LIST)

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

World Headquarters:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-25 – Curriculum Associates, LLC (DeGenna/Ruvalcaba)

Curriculum Associates, LLC will provide a three-hour virtual training session on “Ellevation” for up to 30 participants during the 2022-2023 fiscal year.

Term of Agreement: September 1, 2022 through August 31, 2023

FISCAL IMPACT:

\$1,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family and Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-25 with Curriculum Associates, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-25, Curriculum Associates, LLC \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

Curriculum Associates, LLC Order Form - Q-33085

This Order Form is being entered into between Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") and the Customer Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 9/1/2022 ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

<p>Company: Curriculum Associates, LLC Representative: Keith Purcaro Email: keith.purcaro@ellevationeducation.com Phone: 617-307-5755 Address: 153 Rangeway Road, North Billerica, MA 01862</p>	<p>Customer: Oxnard School District, CA Contact Name: Teresa Ruvalcaba Email: truvalcaba@oxnardsd.org Phone: Address: Educational Service Center 1051 South A Street, Oxnard, CA 93030</p>
Start Date: 9/1/2022	End Date: 8/31/2023

Subscription Fees

Subscription Total:	\$0.00
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Services Fees

Product	Quantity	Unit Price	Training Product	Total Fees
Online Webinar Training - 1 Hr (Platform)	1	\$1,000.00	Ellevation	\$1,000.00
Services Total:				\$1,000.00

Total Investment - Q-33085

Grand Total:	\$1,000.00
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Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Curriculum Associates, LLC

By (Signature): _____

Name (Print): _____

Title: _____

Date: _____

Oxnard School District, CA

By (Signature): _____

Name (Print): Lisa A. Franz

Title: Director, Purchasing

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2022

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

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

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Marisa Coppola O'Malley PHONE (A/C. No. Ext): 800-333-7234 FAX (A/C. No): E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Ins Co</td> <td>29424</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Insurance Co</td> <td>10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Ins Co	29424	INSURER D : Westchester Surplus Lines Insurance Co	10172	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862	257957													

COVERAGES

CERTIFICATE NUMBER: 248495688

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestat <input checked="" type="checkbox"/> \$1M Occ/\$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08UUNBA6769	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08UENBA7382	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08XHUBA6907	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WBAE7J6L	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability & Cyber Liability			F15306580003	1/1/2022	1/1/2023	Each Incident/Agg Prof/Cyber Deductible \$5,000,000 \$250,000/\$250,000

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

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 Educational Service Center
 1051 South A Street
 Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-26 – Center for Teaching for Biliteracy (DeGenna/Fox)

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

Term of Agreement: September 1, 2022 through June 20, 2023

FISCAL IMPACT:

Not to exceed \$198,600.00 (including travel expenses) – Title II

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-26 with Center for Teaching for Biliteracy.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-26, Center for Teaching for Biliteracy \(3 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



OSD AGREEMENT #22-26

Agreement

This proposal is valid until June 30, 2022

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

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

Date	Activity	Fees inclusive of expenses
October 11, 12 and 13, 2022	In-person professional development for 2nd grade dual language teachers. October 11 will focus on visiting 2 nd grade classrooms to learn about the teaching and learning context.	\$15,000
February 21, 22 and 23, 2023	In-person professional development for 2nd grade dual language teachers	\$15,000
October 25, 26 and 27, 2022	In-person professional development for 3rd grade dual language teachers. October 25 will focus on visiting 3 rd grade classrooms to learn about the teaching and learning context.	\$15,000
January 31, February 1 and 2, 2023	In-person professional development for 3rd grade dual language teachers	\$15,000
September 13, 14 and 15, 2022	In-person professional development for 4th grade dual language teachers. September 13 will focus on visiting 4 th grade classrooms to learn about the teaching and learning context.	\$15,000
December 6, 7 and 8, 2022	In-person professional development for 4th grade dual language teachers	\$15,000
March 7, 8 and 9, 2023	In-person professional development for 4th grade dual language teachers	\$15,000

April 11, 12, 13, 2023	In-person professional development for 5th grade dual language teachers	\$15,000
September 19, 2022 January 11, 2023 March 24, 2023	Three virtual check-in sessions with Victor, biliteracy coach. <ul style="list-style-type: none"> • 2 hours each session \$1600 per session	\$4800
September 13, 14 and 15, 2022	In-person professional development – learning walks - for dual language educators, administrators, and teachers.	\$15,000
March 7, 8 and 9, 2023	In-person professional development – learning walks - for dual language educators, administrators, and teachers.	\$15,000
April 18, 19, 20, 2023	In-person professional development – learning walks - for dual language educators, administrators, and teachers.	\$15,000
October 5 and 6, 2022 October 12 and 13, 2022 March 15, 16, 21, 23, 2023	Virtual 1:1 check-ins with principals <ul style="list-style-type: none"> • 1.5 hours each • 3 check-ins per day: 24 check-ins total • \$1200 per session 	\$28,800
Total		\$198,600

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

3. Independent Contractor.

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

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor’s services will be consistent with generally accepted industry standards for the Contractor’s customary services and products; and
- c. Terminate the Contractor’s current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement

- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

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

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

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

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

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

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

Oxnard School District

Signature: _____

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

Date: _____



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

March 29, 2022

Oxnard School District
1051 S A ST
OXNARD CA 93030

Account Information:

Policy Holder Details :	Center for Teaching for Biliteracy LLC
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Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

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

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Oxnard School District
 1051 S A ST
 OXNARD CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-27 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)

Parker Anderson Enrichment-Central LA will provide three sets of eight-week sessions (fall, winter, spring) of enrichment at 20 schools in the Oxnard School District. They will offer 2-3 classes per session at each school site. The enrichment varies from Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics. In addition, Parker Anderson Enrichment-Central LA will provide these classes and field trip chaperones during intersession (non-school days).

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

FISCAL IMPACT:

Not to exceed \$1,368,000.00 – Expanded Learning Opportunity Program

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-27 with Parker Anderson Enrichment-Central LA.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-27, Parker Anderson Enrichment-Central LA \(1 Page\)](#)

OSD AGREEMENT #22-27

AGREEMENT BETWEEN PARKER ANDERSON ENRICHMENT-CENTRAL LA AND OXNARD SCHOOL DISTRICT

The scope of this document is to define the roles and responsibilities of Parker Anderson Enrichment Central LA (Consultant) in providing STEAM lessons and activities for 20 elementary/middle schools Schools in Oxnard School District (OSD). The purpose is to provide Parker Anderson's STEAM Academy activities for the students at these schools.

This serves as a Memorandum of Understanding and Responsibility Agreement that Parker Anderson Enrichment – Central LA and Oxnard School District will work together toward promoting and providing age-appropriate STEAM activities for the students enrolled in OSD elementary/middle schools. Both the consultant and OSD, according to its defined rolls, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

- 1) Parker Anderson Enrichment Central LA agrees to:
 - A) Provide STEAM and Technology lessons from established curriculum
 - B) Provide Critical Thinking classes, Fashion Design Classes, Culinary classes from established curriculum.
 - C) Provide all materials and supplied so for the activities
 - D) Create fliers and promotion in English and Spanish
 - E) Provide 1 assembly at each school site at no charge (20 schools)
 - F) Certify that presenters have been fingerprinted and TB tested and are fully vaccinated for COVID-19
 - G) Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.
 - H) Ensure staff are Para Educator qualified
 - I) Participate in All Staff Training days

- 2) Oxnard School District agrees to:
 - A) Compensate Parker Anderson Enrichment Central LA for individual classes: 3 separate 8 week sessions at 20 schools teaching back to back classes at each school 3 days a week totaling 2,880 classes @ \$300 per class. Total: \$864,000
 - B) Compensate Parker Anderson Enrichment Central LA for individual classes taught on 30 non- school days. PAE will provide 2 instructors for 6 hours daily for a total of 180 classes at the rate of \$175 per hour at 7 sites. Compensation: \$504,000
 - C) Act as chaperones for Friday Field Trips 7/8,7/15,7/22,7/29/22 at no charge. PAE to absorb \$10,400 in payroll.
 - D) Total compensation: \$1,368,000, billing monthly

This memorandum of understanding and Responsibility shall be effective upon signature and implemented from 7/1/22-6/30/23

For the Oxnard School District

Lisa A. Franz, Director, Purchasing

For Parker Anderson Enrichment – Central LA

Lisa Nadasdy

Lisa Nadasdy/Owner, Director, 661 803-5135 (cell), 310 844-6996 (office)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-28 – Abbey Shaw-Linder (DeGenna/Prater)

Abbey Shaw-Linder will provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD's adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022.

FISCAL IMPACT:

Not to exceed \$6,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-28 with Abbey Shaw-Linder.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-28, Abbey Shaw-Linder \(1 Page\)](#)

**AGREEMENT/MOU #22-28 BETWEEN
ABBAY SHAW-LINDER
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND SUPPORT**

The scope of this document is to define the roles and responsibilities of Abbey Shaw-Linder for trainings to support TK-8 mathematics learning for students in Oxnard School District. The purpose is to provide teacher professional development that supports Oxnard School District’s TK-8 mathematics instruction.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and Abbey Shaw-Linder will work together toward promoting a quality instruction for teachers. 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. **Abbey Shaw-Linder agrees to:**
 - a. Develop activities, curriculum, and training for TK-8 mathematics teachers.
 - b. Collaboratively plan presentations with OSD Manager of Mathematics and other Math Presenters.
 - c. Prepare 90-minute sessions focused on identifying and developing high quality, rigorous, standards-based math lessons/units using an integration of OSD’s adopted Math curriculum with visual/conceptual strategies and activities.
 - d. Charge Oxnard School District as follows:
Two full day trainings inclusive of preparation and collaboration: \$3,000.00
 - e. Submit any list of needed materials and supplies to OSD three weeks prior to the date needed. Send any materials that need to be copied to OSD three weeks prior to the date needed.
 - i. Total program costs for professional development and design not to exceed \$6,000.00 for two days.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera).
 - c. Allocate an account for materials to be purchased by OSD (not for reimbursement).
 - d. Insurance coverage that meets the requirements of Oxnard School District is provided by Ventura County Office of Education (VCOE).
 - e. Pay Abbey Shaw-Linder for services rendered.

The Manager, Mathematics and Physical Education, and Abbey Shaw-Linder shall monitor this Agreement to oversee implementation of project/activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 11, 2022 – August 12, 2022.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

Presenter, Abbey Shaw-Linder:

Abbey Shaw-Linder

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-29 – Annie M. Ransom (DeGenna/Prater)

Annie M. Ransom will provide one full day workshop for Oxnard School District (OSD) teachers, using OSD's adopted Science Curriculum and additional previously identified standards-based resources, on August 12, 2022.

FISCAL IMPACT:

Not to exceed \$3,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-29 with Annie M. Ransom.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-29, Annie M. Ransom \(1 Page\)](#)

**Agreement/MOU #22-29 between
Annie M. Ransom
and
Oxnard School District
for Professional Development Trainings and Support**

The scope of this document is to define the roles and responsibilities of Annie M. Ransom for trainings to support NGSS Science learning for students in Oxnard School District. The purpose is to provide teacher professional development that supports Oxnard School District’s science instruction.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Annie M. Ransom will work together toward promoting a quality instruction for teachers. 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. **Annie M. Ransom agrees to:**
 - a. Develop activities, curriculum, and training for 6-8 Science teachers.
 - b. Preparation for a full day workshop focused on identifying and developing high quality, rigorous standards-based science lessons/units using OSD’s adopted science curriculum and additional previously identified standards-based resources.
 - c. Provide activities for identifying resources and activities that will create standards-based learning sequences that allow students to figure out phenomena.
 - d. Include formative assessment strategies/activities within the lesson/unit that bring forward the use of the Science and Engineering Practices (SEPs) through the 5E instructional model.
 - e. Charge Oxnard School District as follows:
One full day training inclusive of preparation and collaboration: \$3,000.00.
 - f. Submit any list of needed materials and supplies to OSD three weeks prior to the date needed. Send any materials that need to be copied to OSD three weeks prior to the date needed.
 - g. Total program costs for professional development and design not to exceed \$3,000.00.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera).
 - c. Allocate an account for materials to be purchased by OSD (not for reimbursement).
 - d. Insurance coverage that meets the requirements of Oxnard School District is provided by Ventura County Office of Education (VCOE).
 - e. Pay Annie M. Ransom for services rendered.

The Manager, Mathematics and Physical Education, and Annie M. Ransom shall monitor this Agreement to oversee implementation of project/activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 12, 2022.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

Presenter, Annie M. Ransom:

Annie M. Ransom

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-30 – Fawn Nguyen (DeGenna/Prater)

Fawn Nguyen will provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD's adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022.

FISCAL IMPACT:

Not to exceed \$6,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-30 with Fawn Nguyen.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-30, Fawn Nguyen \(1 Page\)](#)

**AGREEMENT/MOU #22-30 BETWEEN
FAWN NGUYEN
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND SUPPORT**

The scope of this document is to define the roles and responsibilities of Fawn Nguyen for trainings to support TK-8 mathematics learning for students in Oxnard School District. The purpose is to provide teacher professional development that supports Oxnard School District’s TK-8 mathematics instruction.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Fawn Nguyen will work together toward promoting a quality instruction for teachers. 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. **Fawn Nguyen agrees to:**
 - a. Develop activities, curriculum, and training for TK-8 mathematics teachers.
 - b. Collaboratively plan presentations with OSD Manager of Mathematics and other Math Presenters.
 - c. Prepare 90-minute sessions focused on identifying and developing high quality, rigorous, standards-based math lessons/units using an integration of OSD’s adopted Math curriculum with visual/conceptual strategies and activities.
 - d. Charge Oxnard School District as follows:
Two full day trainings inclusive of preparation and collaboration: \$3,000.00
 - e. Submit any list of needed materials and supplies to OSD three weeks prior to the date needed. Send any materials that need to be copied to OSD three weeks prior to the date needed.
 - i. Total program costs for professional development and design not to exceed \$6,000.00 for two days.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera).
 - c. Allocate an account for materials to be purchased by OSD (not for reimbursement).
 - d. Insurance coverage that meets the requirements of Oxnard School District is provided by Ventura County Office of Education (VCOE).
 - e. Pay Fawn Nguyen for services rendered.

The Manager, Mathematics and Physical Education, and Fawn Nguyen shall monitor this Agreement to oversee implementation of project/activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 11, 2022 – August 12, 2022.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

Presenter, Fawn Nguyen:

Fawn Nguyen

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-31 – Gina Young (DeGenna/Prater)

Gina Young will provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD's adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022.

FISCAL IMPACT:

Not to exceed \$6,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-31 with Gina Young.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-31, Gina Young \(1 Page\)](#)

**AGREEMENT/MOU #22-31 BETWEEN
GINA YOUNG
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND SUPPORT**

The scope of this document is to define the roles and responsibilities of Gina Young for trainings to support TK-8 mathematics learning for students in Oxnard School District. The purpose is to provide teacher professional development that supports Oxnard School District’s TK-8 mathematics instruction.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Gina Young will work together toward promoting a quality instruction for teachers. 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. **Gina Young agrees to:**
 - a. Develop activities, curriculum, and training for TK-8 mathematics teachers.
 - b. Collaboratively plan presentations with OSD Manager of Mathematics and other Math Presenters.
 - c. Prepare 90-minute sessions focused on identifying and developing high quality, rigorous, standards-based math lessons/units using an integration of OSD’s adopted Math curriculum with visual/conceptual strategies and activities.
 - d. Charge Oxnard School District as follows:
Two full day trainings inclusive of preparation and collaboration: \$3,000.00
 - e. Submit any list of needed materials and supplies to OSD three weeks prior to the date needed. Send any materials that need to be copied to OSD three weeks prior to the date needed.
 - i. Total program costs for professional development and design not to exceed \$6,000.00 for two days.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera).
 - c. Allocate an account for materials to be purchased by OSD (not for reimbursement).
 - d. Insurance coverage that meets the requirements of Oxnard School District is provided by Ventura County Office of Education (VCOE).
 - e. Pay Gina Young for services rendered.

The Manager, Mathematics and Physical Education, and Gina Young shall monitor this Agreement to oversee implementation of project/activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 11, 2022 – August 12, 2022.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

Presenter, Gina Young:

Gina Young

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-32 – Jeff Linder (DeGenna/Prater)

Jeff Linder will provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD's adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022.

FISCAL IMPACT:

Not to exceed \$6,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-32 with Jeff Linder.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-32, Jeff Linder \(1 Page\)](#)

**AGREEMENT/MOU #22-32 BETWEEN
JEFF LINDER
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND SUPPORT**

The scope of this document is to define the roles and responsibilities of Jeff Linder for trainings to support TK-8 mathematics learning for students in Oxnard School District. The purpose is to provide teacher professional development that supports Oxnard School District’s TK-8 mathematics instruction.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Jeff Linder will work together toward promoting a quality instruction for teachers. 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. **Jeff Linder agrees to:**
 - a. Develop activities, curriculum, and training for TK-8 mathematics teachers.
 - b. Collaboratively plan presentations with OSD Manager of Mathematics and other Math Presenters.
 - c. Prepare 90-minute sessions focused on identifying and developing high quality, rigorous, standards-based math lessons/units using an integration of OSD’s adopted Math curriculum with visual/conceptual strategies and activities.
 - d. Charge Oxnard School District as follows:
Two full day trainings inclusive of preparation and collaboration: \$3,000.00
 - e. Submit any list of needed materials and supplies to OSD three weeks prior to the date needed. Send any materials that need to be copied to OSD three weeks prior to the date needed.
 - i. Total program costs for professional development and design not to exceed \$6,000.00 for two days.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera).
 - c. Allocate an account for materials to be purchased by OSD (not for reimbursement).
 - d. Insurance coverage that meets the requirements of Oxnard School District is provided by Ventura County Office of Education (VCOE).
 - e. Pay Jeff Linder for services rendered.

The Manager, Mathematics and Physical Education, and Jeff Linder shall monitor this Agreement to oversee implementation of project/activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 11, 2022 – August 12, 2022.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

Presenter, Jeff Linder:

Jeff Linder

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-33 – James Short (DeGenna/Prater)

James Short will provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD's adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, .

FISCAL IMPACT:

Not to exceed \$6,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-33 with James Short.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-33, James Short \(1 Page\)](#)

**AGREEMENT/MOU #22-33 BETWEEN
JAMES SHORT
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND SUPPORT**

The scope of this document is to define the roles and responsibilities of James Short for trainings to support TK-8 mathematics learning for students in Oxnard School District. The purpose is to provide teacher professional development that supports Oxnard School District’s TK-8 mathematics instruction.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and James Short will work together toward promoting a quality instruction for teachers. 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. **James Short agrees to:**
 - a. Develop activities, curriculum, and training for TK-8 mathematics teachers.
 - b. Collaboratively plan presentations with OSD Manager of Mathematics and other Math Presenters.
 - c. Prepare 90-minute sessions focused on identifying and developing high quality, rigorous, standards-based math lessons/units using an integration of OSD’s adopted Math curriculum with visual/conceptual strategies and activities.
 - d. Charge Oxnard School District as follows:
Two full day trainings inclusive of preparation and collaboration: \$3,000.00
 - e. Submit any list of needed materials and supplies to OSD three weeks prior to the date needed. Send any materials that need to be copied to OSD three weeks prior to the date needed.
 - i. Total program costs for professional development and design not to exceed \$6,000.00 for two days.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera).
 - c. Allocate an account for materials to be purchased by OSD (not for reimbursement).
 - d. Insurance coverage that meets the requirements of Oxnard School District is provided by Ventura County Office of Education (VCOE).
 - e. Pay James Short for services rendered.

The Manager, Mathematics and Physical Education, and James Short shall monitor this Agreement to oversee implementation of project/activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 11, 2022 – August 12, 2022.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

Presenter, James Short:

James Short

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-34 – Burnham Benefits Insurance Services (Torres/Magana)

The consultant for this agreement, Burnham Benefits Insurance Services, ('BBIS') currently provides health and welfare consulting services related to negotiating annual benefits insurance renewals, marketing the benefits, illustrating cost impacts, contribution modeling, building employee communication materials, including an online benefits enrollment system, creating and mailing annual retiree enrollment packets, conducting Open Enrollment meetings, handling compliance matters, acting as the district's ACA consultant and advocating for actives and retirees with benefit related issues on a day-to-day basis.

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

FISCAL IMPACT:

Not to exceed \$8.75 per member per month, or the monthly amounts listed below:

	MGMT	CSEA	OEA	OSSA
<i>Active</i>	84	329	688	19
<i>Retiree-Under Age 65</i>	6	47	68	4
<i>Retiree-Over Age 65</i>	7	33	56	5
TOTAL ENROLLEE COUNT	97	409	812	28
Monthly Fee	\$849	\$3,579	\$7,105	\$245

Not to exceed \$11,778.00/monthly and \$141,336.00/annually - General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, and the Risk Manager, that the Board of Trustees approve Agreement #22-34 with Burnham Benefits Insurance Services.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-34, Burnham Benefits Insurance Services \(13 Pages\)](#)
- [Proposal \(11 Pages\)](#)
- [Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-34

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Burnham Benefits Insurance Services (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2022 through June 30, 2025 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Eleven Thousand Seven Hundred Seventy-Eight Dollars (\$11,778.00) monthly, and One Hundred Forty-One Thousand Three Hundred Thirty-Six Dollars (\$141,336.000) annually, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Victor Torres
Phone: 805.385.1501, x2051
Fax: 805.385.1522

To Consultant: Burnham Benefits Insurance Services
2211 Michelson Drive, Suite 1200
Irvine, CA 92612
Attention: Maggie Lepore
Phone: (805) 771.9830
Fax: (949) 833.9549
Email: maggie.lepore@burnhambenefits.com

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

BURNHAM BENEFITS INSURANCE SERVICES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-34

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-34

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #22-34

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-34

COMPENSATION

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

Total compensation shall not exceed Eleven Thousand Seven Hundred Seventy-Eight Dollars (\$11,778.00) monthly, and One Hundred Forty-One Thousand Three Hundred Thirty-Six Dollars (\$141,336.000) annually, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$11,778.00/monthly and \$141,336.00/annually, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-34

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #22-34

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-34

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-34

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



OXNARD SCHOOL DISTRICT

EMPLOYEE BENEFITS CONSULTING SERVICES PROPOSAL

BURNHAM BENEFITS INSURANCE SERVICES

Maggie Lepore, *Vice President | Senior Consultant*

Sheridan Eaddy, *Account Executive*

Laurine Wood, *Sr. Account Manager*

2022



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1. EXECUTIVE SUMMARY

Thank you for allowing Burnham Benefits the opportunity to be considered for Oxnard School District's insurance consulting needs. In our attached proposal you will find detailed information about our firm, a list of recent success stories, and our proposed fee for services requested.

Burnham Benefits has had the opportunity to be the consultant to Oxnard School District's CSEA and Management groups since January 2019. During this time, Burnham has supported the district by negotiating annual insurance renewals, illustrating cost impacts, building employee communication materials, including an online enrollment system, handling compliance matters, representing employees with coverage issues, among several other benefit related services. Additionally, Burnham has been the district's ACA consultant, working directly with the IRS to correct penalties charged to the district due to reporting errors.

In November of 2020, the district's Certificated groups requested Burnham submit an RFP to SISC on their behalf. Burnham worked with SISC to attain the most competitive bid based on the data provided. Burnham illustrated the impact of a move to SISC and found over \$2mil in premium savings to the employees of the OEA and OSSA groups for comparable, and in some service items, better, plan designs. Additionally, Burnham identified more than \$500k in premium savings to the district for its liability to the under age 69 retirees. Burnham presented numerous cost comparisons to district management and the Unions, offering detailed premium illustrations, plan design comparisons, transition impacts, etc. These savings were achieved in the 2021- 2022 plan year.

With our experience in public sector and established relationships with other K-12 school districts, Burnham is unmatched in expertise. Supporting over 90 public entities has lent us a deep knowledge and understanding of the various school purchasing pools such as SISC, among dozens of others. Also lending to our public sector expertise, our talents in consulting to more than 600 private sector employers gives us the unique capabilities to transfer creative ideas and strategies. This experience directly benefits all of our clients as we are able to navigate and lead marketing, negotiations, claim issues, and billing issues effectively and efficiently. Additionally, the internal resources at Burnham such as our in-house attorney, underwriting team, and communications department gives your Burnham team all of the tools needed to support your objectives related to all aspects of your employee benefits program.

In closing, our experience in benefits consulting from marketing, to ACA compliance, to employee communications and overall support specific to schools has made Burnham a key resource to Oxnard School District. We hope to have the opportunity to continue to serve as your exclusive benefits consultant. Should you require any additional information, please feel free to contact me directly.

Best Regards,



Maggie Lepore, *VP | Senior Consultant*
Burnham Benefits Insurance Services
300 James Way, Suite 240, Pismo Beach, CA 93449
(805) 771-9830 Direct, (714) 614-2895 Cell
lepore@burnhambenefits.com

2. ABOUT BURNHAM

Founded in 1995 as a privately held business and headquartered in Irvine, California, Burnham has operated as a full-service employee benefits and property and casualty consulting brokerage. Burnham has grown at an average 20% over the past 10 years, representing more than \$1.9 billion in premiums for more than 700 clients. In January 2021, Burnham partnered with Baldwin Risk Partners Group, Inc. (BRP), a publicly held company, to drive continued growth and continue expanding the breadth and depth of services we offer clients. As a subsidiary of BRP, Burnham benefits from a nationwide footprint while still operating independently as the boutique firm our clients love.

Burnham Benefits keeps strong relationships with Trusts, JPA's and freestanding markets. We have worked with clients to move them both to and from pooled arrangements, fully-insured and self-funded programs with savings to their current programs ranging from 5% up to 25%.

Our advisors work with employers to design cost-effective, innovative benefit strategies. Burnham helps public entities use their benefit programs to achieve key business results and to foster the health of their employees. In today's post-reform era, our proactive approach to compliance will help lead OSD confidently through even the most complex legislation. Burnham's high touch consultative service solution provides counsel, guidance, and education to school districts every step of the way.

In planning for the future of the OSD benefit programs, few consulting firms are as qualified as Burnham Benefits and fewer yet, are as creative in understanding employee and retiree benefit programs. We are confident that our experience and Burnham's proven track record of over 26 years as an employee benefits consulting firm will ensure quality deliverables in the required time frames and budgets agreed upon between OSD and Burnham Benefits.

Burnham is dedicated to ensuring extraordinary benefits program performance and continuous improvement year after year. While we are an established industry leader offering proven solutions, we remain an independent firm providing flexibility and personal service, giving our clients the best of both worlds.

3. RECENT SUCCESS STORIES

CASE #1

District Name: Goleta Union School District

Number of Employees: 275

Strategy:

- Implemented new district contribution model
 - Changed from 2-tier to 3-tier rates
 - Reduced district contribution for Single employees by 50%, for 2-Party by 10%
- Implemented plan comparison calculator for use by employees
 - Assist with making educated choice among benefit plan options

Savings Achieved: \$429,000

CASE #2

District Name: San Luis Obispo County Office of Education

Number of Employees: 77 (Classified Employees Only)

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Implemented new district contribution model
 - Changed from composite to 3-tier rates
 - Reduced SLOCOE contribution for Single employees by 50%
- Implemented plan comparison calculator for use by employees
 - Assist with making educated choice among benefit plan options

Savings Achieved: \$160,000

CASE #3

District Name: Lompoc Unified School District

Number of Employees: 700

Strategy:

- Conducted a vision benefits marketing to Self-Insured markets
- Transitioned district to self-funded vision plan
- Implemented new district contribution model
 - Shifted district contribution from PPO 100% to PPO 80%, with buy-up to other options, dental carved-out (Certificated Only)

Savings Achieved: \$392,000

CASE #4

District Name: Desert Sands Unified School District

Number of Employees: 2200

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Transitioned district to a new JPA with competitive pricing
- Included additional employer and employee value added services achieved
- Negotiated cap lower than cost of plan, district absorbed savings

Savings Achieved: \$3.5 million

CASE #5

District Name: Tustin Unified School District

Number of Employees: 1600

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Implemented new low option HMO plan
- Implemented new district contribution model
 - Reduced district contribution for Single employees by 10%, for 2-Party by 8%
 - New hire contribution applied to lower HMO plan for first 2 years of employment

Savings Achieved: \$2.3 million

CASE #6

District Name: East Whittier City School District

Number of Employees: 800

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Negotiated 2% off Kaiser renewal
- Implemented Dual HMO network plan (Anthem HMO Advantage)

Savings Achieved: \$2 million

CASE #7

Name: Aspire Public Schools

Number of Employees: 1800

Strategy:

- Conducted full benefits marketing to all available Fully-Insured markets
- Transitioned entity to new Fully-Insured carrier with competitive pricing

Savings Achieved: \$900,000

CASE #8

Name: Ventura County Community College District

Number of Employees & Retirees: 1600

Strategy:

- Conducted full benefits marketing to all available Fully-Insured markets
- Transitioned district to a school pool with competitive pricing

Savings Achieved: \$16 million

4. LIST OF SERVICES

The chart below reflects the Scope of Services.

Service Description
<p><i>Benefits Consulting, Development & Cost Management</i></p> <ul style="list-style-type: none"> • Strategic plan development & management ▪ Renewal evaluation, marketing & negotiations ▪ Cost analysis, market study & carrier trend analysis ▪ Comprehensive plan design evaluation ▪ Network comparisons and utilization ▪ Benchmarking data research and reports ▪ Targeted consumerism assessment (HSA, FSA, HRA, HDHP, etc.) ▪ Continual account stewardship reporting ▪ Voluntary benefits program
<p><i>Underwriting and Analytics</i></p> <ul style="list-style-type: none"> ▪ In-House Industry Underwriters ▪ Budgeting & contribution modeling ▪ Self-funding feasibility analysis ▪ Claims analysis - self funded & fully insured (based on claims availability)
<p><i>Communications</i></p> <ul style="list-style-type: none"> ▪ In-House Marketing & Communications Design Team ▪ Onboarding - EE & open enrollment meetings - face-to-face / webinars ▪ Custom benefit enrollment brochures ▪ Employee surveys ▪ Market ready collateral (ACA, wellness, financial tips, etc.) ▪ EASE Online Enrollment System
<p><i>Compliance Services (State and Federal)</i></p> <ul style="list-style-type: none"> ▪ In-House Attorney, Compliance Department ▪ ACA, COBRA, HIPAA, ERISA, State & Federal Legislative Updates ▪ Contract review & notice disclosures
<p><i>Affordable Care Act Compliance</i></p> <ul style="list-style-type: none"> ▪ ACA analysis & financial modeling, including: <ul style="list-style-type: none"> - <i>ACA compliance & applicability</i> - <i>Actuarial Value Assessment</i> - <i>Affordability Report</i> - <i>Full-time Employee Analysis and Variable Hour Assessment</i> ▪ ACA Reporting Support ▪ ACA Compliance Audit ▪ Summary of Compliance Recommendations ▪ Webinars, Educational Meetings, and Presentations
<p><i>Education Seminars (Included but not limited to topics below)</i></p> <ul style="list-style-type: none"> ▪ Employee Benefits 101 ▪ Self-Funding 101 ▪ Insurance Purchasing Pools ▪ Composite versus Tiered Rating ▪ Advantages of an Insurance Committee ▪ Importance and Value of Effective Employee Communication and Education ▪ Flexible Spending Accounts, Health Savings Accounts ▪ ACA Reporting

5. Proposed Fee

The proposed fee for consideration: \$8.75 Per Enrollee Per Month

	MGMT	CSEA	OEA	OSSA
<i>Active</i>	84	329	688	19
<i>Retiree - Under Age 65</i>	6	47	68	4
<i>Retiree - Over Age 65</i>	7	33	56	5
TOTAL ENROLLEE COUNT	97	409	812	28
Monthly Fee	\$849	\$3,579	\$7,105	\$245

6. REFERENCES

Available upon request

BURNHAM BENEFITS INSURANCE SERVICES	# of Employees
Allan Hancock College (ACA Only)	900
Antelope Valley College	500
Aspire Public Schools	1800
Beverly Hills Unified School District	500
Brea Olinda Unified School District	450
Buellton Union School District (ACA Only)	70
Burbank Unified School District	2000
Carpinteria Unified School District	235
City of Coronado	235
City of Oakley	35
Coachella Valley Unified School District	1700
Desert Sands Unified School District	2200
East Whittier City School	800
Garden Grove Unified School District	3000
Goleta Union School District	275
Guadalupe Union School District	80
Hermosa Beach City School District	90
Lompoc Unified School District	700
Long Beach Community College	860
Long Beach Transit	731
Los Angeles County Office of Education	3000
Los Olivos School District	30
Lucia Mar Unified School District (ACA Only)	1130
Marin Water District	200
Montecito Union School District (ACA Only)	60
Orcutt Union School District (ACA Only)	600
Palm Springs Unified School District	2000
Palmdale School District	2500
Pupil Transportation Cooperative	160
Rio Elementary School District	310
Riverside Superior Court	850
Saddleback Unified School District	1800
San Luis Obispo County Office of Education	250
Santa Barbara City College	575
Santa Barbara County Education Office	700
Santa Clarita Community College District	700
Santa Maria-Bonita School District (ACA Only)	1500
Santa Ynez Valley Union High School District (ACA Only)	300

South Whittier School District	500
Tustin Unified School District	1600
Ventura County Schools Business Service Authority	175
Ventura County Community College District	700
Westminster School District	1100
Whittier City School District	800
Whittier Union High School District	1150

7. INSURANCE

Burnham Benefits Insurance Services carries all applicable insurance coverages. No carrier has ever canceled the firm's coverage.

Professional Liability - Errors & Omissions (E&O)

Burnham carries Errors & Omissions coverage as follows:

Carrier: Arch Specialty Insurance Company

Coverage Amount:

- Each Claim \$5,000,000 including defense costs
- Aggregate \$5,000,000

Policy Termination Date: March 1, 2023

General Liability

Carrier: Great Northern Insurance Company & Federal Insurance Company

Coverage Amount:

- \$1,000,000 Per Occurrence (Liability and Medical Expenses)
- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products and Completed Operations Aggregate
- \$15,000 Medical Expense coverage
- \$1,000,000 Damage to Rented Premises
- \$25,000,000 Umbrella Limit of Liability

Automobile Liability

Carrier: Massachusetts Bay Insurance Company (Hanover)

Hired and Non-Owned Auto Liability Coverage

- \$1,000,000 Combined Single Limit
- \$25,000,000 Umbrella Limit of Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

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

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

PRODUCER Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607	CONTACT NAME: William Haight PHONE (A/C. No. Ext): 813-387-6839 E-MAIL ADDRESS: whaight@bks-partners.com		FAX (A/C. No): 813-387-6839
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Burnham Benefits Insurance Services, LLC 4211 W. Boy Scout Blvd., Suite 800 Tampa FL 33607	INSURER A : Great Northern Insurance Compa		20303
	INSURER B : Federal Insurance Company		20281
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 585017176

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36069302	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
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			73620127	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			78188562	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

Burnham Benefits Insurance Services, LLC

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2022

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

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

PRODUCER Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607	CONTACT NAME: William Haight PHONE (A/C. No. Ext): 813-387-6839 E-MAIL ADDRESS: whaight@bks-partners.com		FAX (A/C. No): 813-574-6167
	INSURER(S) AFFORDING COVERAGE INSURER A : Arch Specialty Insurance Compa		NAIC # 21199
INSURED Burnham Benefits Insurance Services, LLC 4211 W. Boy Scout Blvd., Suite 800 Tampa FL 33607	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 717400022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Errors & Omissions			SPL004221111	3/1/2022	3/1/2023	Each claim limit \$5,000,000 Aggregate limit \$5,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

Burnham Benefits Insurance Services, LLC

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: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-35 – Rosslyn Nikula (DeGenna/Prater)

Rosslyn Nikula will provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD's adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022.

FISCAL IMPACT:

Not to exceed \$6,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-35 with Rosslyn Nikula.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-35, Rosslyn Nikula \(1 Page\)](#)

**AGREEMENT/MOU #22-35 BETWEEN
ROSSLYN NIKULA
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS AND SUPPORT**

The scope of this document is to define the roles and responsibilities of Rosslyn Nikula for trainings to support TK-8 mathematics learning for students in Oxnard School District. The purpose is to provide teacher professional development that supports Oxnard School District's TK-8 mathematics instruction.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Rosslyn Nikula will work together toward promoting a quality instruction for teachers. 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. **Rosslyn Nikula agrees to:**
 - a. Develop activities, curriculum, and training for TK-8 mathematics teachers.
 - b. Collaboratively plan presentations with OSD Manager of Mathematics and other Math Presenters.
 - c. Prepare 90-minute sessions focused on identifying and developing high quality, rigorous, standards-based math lessons/units using an integration of OSD's adopted Math curriculum with visual/conceptual strategies and activities.
 - d. Charge Oxnard School District as follows:
Two full day trainings inclusive of preparation and collaboration: \$3,000.00
 - e. Submit any list of needed materials and supplies to OSD three weeks prior to the date needed. Send any materials that need to be copied to OSD three weeks prior to the date needed.
 - i. Total program costs for professional development and design not to exceed \$6,000.00 for two days.

2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment for in-person meetings (LCD projector, document camera).
 - c. Allocate an account for materials to be purchased by OSD (not for reimbursement).
 - d. Insurance coverage that meets the requirements of Oxnard School District is provided by Ventura County Office of Education (VCOE).
 - e. Pay Rosslyn Nikula for services rendered.

The Manager, Mathematics and Physical Education, and Rosslyn Nikula shall monitor this Agreement to oversee implementation of project/activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 11, 2022 – August 12, 2022.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

Presenter, Rosslyn Nikula:

Rosslyn Nikula

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-36 – Ventura County Office of Education (DeGenna/Prater)

Ventura County Office of Education will provide conference rooms and professional development support services for the Oxnard School District's Math & Science professional development sessions to be held on August 11 & 12, 2022.

FISCAL IMPACT:

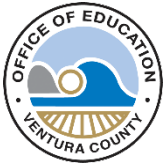
Not to exceed \$5,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-36 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-36, Ventura County Office of Education \(2 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION

AGREEMENT FOR INSTRUCTIONAL SUPPORT SERVICES
(CONFERENCE ROOMS AND PROFESSIONAL DEVELOPMENT)
2022-2023

This agreement is entered into this by and between the **Ventura County Office of Education**, hereinafter referred to as COUNTY, and **Oxnard School District**, hereinafter referred to as DISTRICT.

WITNESSETH

1. COUNTY, for and in consideration of the payments to be made to COUNTY by DISTRICT, as hereinafter set forth, does hereby agree to provide professional development services to the DISTRICT as requested by the DISTRICT, to the extent possible based on COUNTY staffing availability.
2. DISTRICT will reimburse COUNTY within 30 days of receipt of an invoice for said services.
3. DISTRICT and COUNTY each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.
4. DISTRICT agrees to defend, indemnify and hold harmless County, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with District negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the negligence or wrongful acts or omissions of VCOE or any of its employees or agents.
5. COUNTY agrees to defend, indemnify and hold harmless DISTRICT, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with COUNTY negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the negligence or wrongful acts or omissions of DISTRICT or any of its employees or agents.

6. COUNTY agrees to comply with and observe all the provisions of Federal Law, California Administrative Code Title 5, California Education Code, relating to the services provided to students of DISTRICT.
7. DISTRICT agrees to notify COUNTY on or before June 1, of each fiscal year, of their intent to continue this agreement with COUNTY for the subsequent year.
8. This agreement shall be in effect for the 2022-2023 fiscal year and shall continue in force until cancelled by either party giving the appropriate notice as specified in item 7 above.

CONFERENCE ROOM & PROFESSIONAL DEVELOPMENT SERVICES

COUNTY will provide CONFERENCE ROOMS AND PROFESSIONAL DEVELOPMENT SUPPORT SERVICES to DISTRICT based on the following rates:

See conference room rates attached for the following rooms:

Total Cost not to exceed: \$5,000.00

Event Date: Thursday, August 11, 2022, and Friday, August 12, 2022

- Salons A, B & C (workshop-style capacity: 72 each salon/ 216 Total)
- Camarillo Room (workshop-style capacity: 36)
- Hueneme Room (workshop-style capacity: 24)
- Oxnard Room (workshop-style capacity: 30)
- Ventura Room (workshop-style capacity: 30)
- Board Room (Classroom-style ONLY OPTION capacity: 90)

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

Oxnard School District

By: _____

Chief Business Official or Designee
 Lisa A. Franz, Director, Purchasing

Date _____

Ventura County Office of Education

By: _____

Lisa Cline, Executive Director, Internal Business Services

Date _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #22-37 – Ventura County Office of Education (DeGenna/Prater)

Ventura County Office of Education will provide a Mathematics Coordinator to work with the Oxnard School District Manager of Mathematics and Physical Education, to provide collaboration, planning and presentation support for district PreK-8 Math teachers and administrators.

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

FISCAL IMPACT:

Not to exceed \$22,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics and Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-37 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-37, Ventura County Office of Education \(1 Page\)](#)

**AGREEMENT #22-37 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Instructional Support Services staff in training the teachers and administrators of the Oxnard School District, hereafter called “the District”. The purpose is to support staff in the successful implementation of the Common Core State Standards (CCSS) Mathematics.

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” Manager of Mathematics and the **Ventura County Office of Education Mathematics Coordinator** will work together toward promoting systematic and coherent implementation of the Common Core State Standards (CCSS) Mathematics. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
 - a. Provide collaboration, classroom visitations, planning support and presentation support for district PreK-8 Math teachers and administrators.
 - b. Total cost for collaborative support is not to exceed \$20,000
 - c. Maintain ownership of all documents and data produced in the training session(s).

2. **The District agrees to:**
 - a. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, laptop and/or interactive white board, etc).
 - b. Pay for and provide substitute teachers if they are needed.
 - c. Provide each participant with access to the appropriate set of CCSS standards for Mathematics.
 - d. Support professional learning through regular classroom visits by school administrator(s) to monitor and support implementation of new learning.
 - e. Pay Ventura County Office of Education, up to \$20,000 for ISS staff plus additional charges for supplies, materials, and printing costs, not to exceed \$2,000.

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

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education:

Lisa Salas Brown, Associate Superintendent

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #22-38 - Ventura County Office of Education/SELPA
(DeGenna/Jefferson)**

Ventura County Office of Education/SELPA will provide Orientation and Mobility Specialist Services to the Special Education Services Department during the 2022-2023 school year.

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

FISCAL IMPACT:

Not to exceed \$15,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-38 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-38, Ventura County Office of Education/SELPA \(1 Page\)](#)

OSD Agreement #22-38



Ventura County Office of Education



ORIENTATION AND MOBILITY SPECIALIST
2022-2023 AGREEMENT

This will serve as an agreement with Oxnard Elementary School District to cover the proportional share of costs for services provided by VC SELPA staff as follows:

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

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

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

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

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

The District Special Education Director will receive a bi-yearly statement noting amount due. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

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

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

Signature

District Business Office Name and Contact: _____

SELPA Director Name: Emily Mostovoy-Luna Date: 1/28/22

Signature

VCOE Business Department Signature: _____ Date: _____

Final executed copy to be sent to District Director and Business Office contact.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #22-39 - Ventura County Office of Education/SELPA
(DeGenna/Jefferson)**

Ventura County Office of Education/SELPA will provide Physical Therapy Specialist Services to the Special Education Services Department during the 2022-2023 school year.

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

FISCAL IMPACT:

Not to exceed \$45,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-39 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-39, Ventura County Office of Education/SELPA \(1 Page\)](#)

OSD AGREEMENT #22-39



Ventura County Office of Education
**PHYSICAL THERAPY SPECIALIST
2022-2023 AGREEMENT**



This will serve as an agreement with Oxnard Elementary School District to cover the proportional share of costs for services provided by VC SELPA staff as follows:

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

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

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

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

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

The District Special Education Director will receive a bi-yearly statement noting amount due. VCOE will bill the district directly, unless another account has been indicated by the District Special Education Director.

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

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

Date: _____

Signature

District Business Office Name and Contact: _____

SELPA Director Name: Joanna Della Gatta

Date: 1/28/22

JDE
Signature

VCOE Business Department Signature: _____ Date: _____

Final executed copy to be sent to District Director and Business Office contact.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-40 – Houghton Mifflin Harcourt (DeGenna/Fox)

Houghton Mifflin Harcourt will provide In-Person and Online Professional Development for 6th-8th grade ELD Teachers during the 2022-2023 fiscal year. The two (2) workshops included are:

- English 3D on Ed Follow-Up In-Person
(Two (2), 6-hour sessions)
- English 3D on Ed Follow-Up Live Online
(Five (5), 1-hour sessions)

FISCAL IMPACT:

\$10,400.00 – Title III

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-40 with Houghton Mifflin Harcourt.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-40, Houghton Mifflin Harcourt \(5 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-40

HMH SERVICES AGREEMENT

This Agreement dated as of **June 22, 2022** (the “Effective Date”), is by and between Houghton Mifflin Harcourt Publishing Company, located at 125 High Street, Boston, Massachusetts 02110 (“HMH”) and **OXNARD SCHOOL DISTRICT** located at **1051 S A Street, Oxnard, CA 93030-7442** (the “Customer”) (individually referred to as the “Party” or collectively as the “Parties”).

WHEREAS Customer desires to purchase the Services from HMH and HMH desires to perform such Services on the terms and conditions set forth in this Agreement, including Exhibit A, and subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase>.

NOW THEREFORE, The Parties hereby agree as follows:

- 1. Services.** Subject to Customer’s payment of the Fees, HMH shall provide the Services on the Services Dates indicated above. Any TBD Services Dates must be delivered within twelve (12) months of the Effective Date of this Agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer.
- 2. Fee.** Customer agrees to pay the Fee for the Services. All invoices shall be paid within thirty (30) days of receipt. If such payments are not made within thirty (30) days, HMH may terminate this Agreement upon thirty (30) days prior written notice of such breach, unless such breach is promptly cured.
- 3. Term.** The term of this Agreement shall begin on the 07/01/2022 and extend for a period of one (1) year or until such time as the Services have been delivered, whichever shall first occur.
- 4. Scheduling.** The Scheduling of Services to be delivered on specified dates (“Services Dates”) shall be outlined in the attached Exhibit A. Services to be delivered on dates to be determined (“TBD Dates”) must be delivered within twelve (12) months of HMH’s receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants. The rescheduling and/or cancellation of Services may incur penalties as set forth in the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase/services>.
- 5. Intellectual Property; Prohibition on Reproduction.** The intellectual property contained in the HMH Services is considered “Confidential and/or Proprietary Information” to HMH and are protected by copyright and other intellectual property rights. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.
- 6. General.** All other terms of this Agreement are governed by the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase>.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

OXNARD SCHOOL DISTRICT

By: _____
Printed Name: Lisa A. Jacobson
Title: Sr. Director, Bids and Contracts

By: _____
Printed Name: Lisa A. Franz
Title: Director, Purchasing

EXHIBIT A

HMH Cost Proposal #008374369



Houghton Mifflin Harcourt

Proposal #008374369

Prepared For

Oxnard School District

Attention:

Maritza Avila

mavila@oxnardsd.org

For the Purchase of:

English 3D on Ed PD

Prepared By

Elizabeth Hebggen

liz.hebggen@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Maritza Avila
mavila@oxnardsd.org

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hnhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Proposal for Oxnard School District

ISBN	Title	Price	Quantity	Value of All Materials
Professional Services - SIS English 3D				
1835480	9780358740155 English 3D on Ed Follow Up In Person 6-Hour Grades 4-12 Getting Started Training dates scheduled for July 20th, 2022 and September 7th, 2022	\$4,200.00	2	\$8,400.00
1813259	9780358592150 English 3d on Ed Follow-Up Live Online 1-Hour Grades 4-12 The Follow-Up training dates will be scheduled as needed in during the 2022/2023 school Year	\$400.00	5	\$2,000.00
Total for Professional Services - SIS English 3D		\$10,400.00		

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$10,400.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Proposal (PO Amount):	\$10,400.00

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Maritza Avila
mavila@oxnardsd.org

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hnhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Total Cost of Proposal (PO Amount): \$10,400.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Oxnard School District	Oxnard School District
1051 S A St	1051 S A St
Oxnard, CA 93030-7442	Oxnard, CA 93030-7442
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 4/22/2022

Proposal Expiration Date: 6/6/2022



Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Maritza Avila
mavila@oxnardsd.org

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hmhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-41 – California Physical Education-Health Project @ CSU Channel Islands (DeGenna/Prater)

Dianne Wilson-Graham will provide Professional Learning for the 6-8th Middle School Physical Education Teachers on August 12, 2022. Lessons will include information on CA PE Standard 5, SEL and PE, and IEP's for PE.

FISCAL IMPACT:

\$3,980.00 – Title IV

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics and Physical Education, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #22-41 with California Physical Education-Health Project @ CSU Channel Islands.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-41, California Physical Education-Health Project @ CSU Channel Islands \(1 Page\)](#)

OSD AGREEMENT #22-41

Agreement

Between

**California Physical Education-Health Project at CSU Channel Islands
and**

**Oxnard School District
1051 S A Street, Oxnard, CA 93030**

Professional Learning Program

Lesson Design for Effective, Meaningful, and Personal Learning Experiences

Description: The California Physical Education-Health Project (CPE-HP), will design, deliver, and provide leadership for professional learning for middle school physical education teachers.

Date of Services: August 12, 2022

Invoice Schedule: September 1, 2022 \$ 3,980.00

Fee includes: program and program materials for physical education teachers, and facilitators.

Facility Specifications Program will be held at an Oxnard School District facility or online (dependent on current public health requirements).

Facility will include: Mixed use space (including: tables and chairs for teacher participants, table for facilitator use, open space for demonstration, projector and screen, and white board.

C Dianne Wilson Graham

C Dianne Wilson Graham (May 10, 2022 11:28 PDT)

Dianne Wilson-Graham
Executive Director
California Physical Education-Health Project

Stacie Dee

Stacie Dee
Contracts & Procurement
CSU Channel Islands

Print Name Here: **Lisa A. Franz**

Title: **Director, Purchasing**

Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-42, School Services of California (Aguilera-Fort/Mitchell)

School Services of California (SSC) represents school districts throughout the state of California with a variety of educational program, human resources, fiscal and facilities matters both from District planning and implementation perspective. As a best practice in the state of California, these services are recommended in order to increase and improve staff efficiencies, and outcomes for students in the areas of: legislative, facilities, fiscal, educational services, human resources, and special education, and are recommended in order to provide guidance and advice to the Superintendent and Cabinet.

SSC will provide in-person bi-monthly updates with the full cabinet or any subset. SSC will also provide Board presentations, providing a third-party interpretation of major happenings in Sacramento. On a weekly basis, SSC will provide a summary of the week's relevant issues, and in addition, expanded presentations during the following annual budgetary and planning milestones:

- January Governor's Budget between January 10 and January 31
- May Revise between May 15 and May 30
- Final State adopted budget late June or early July
- End of the legislative cycle in Sacramento (after September 30, before anything is effective, which is usually January 1)

School Services of California Inc. (SSC), have exceptional knowledge, strength, and connectivity regarding both the legislative process, as well as expertise and understanding of educational code statutes and regulations. Their depth of knowledge covers all areas of district instructional, facilities, and fiscal issues that directly impact operational effectiveness in the areas of educational services, special education, human resources, facilities and fiscal services. They demonstrate particular strengths that will increase and improve staff efficiencies, and outcomes for our students. These services do not include any aspect of construction management or fiscal advisory services. Term of Agreement: July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Not to Exceed \$32,260.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-42 with School Services of California.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-42, School Services of California \(3 pages\)](#)

Client: Oxnard School District
Client #: 17550/S70 & S15

OSD AGREEMENT #22-42

AGREEMENT FOR SPECIAL SERVICES
Fiscal Advice, Budget Support, and Legislative and Budget
Advocacy

This is an Agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2022.

RECITALS

WHEREAS, the Client needs assistance regarding fiscal advice, budget and facilities support, educational program planning and implementation guidance related to legislative proposals and actions, and at certain times, advocacy on its behalf; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform services as described on behalf of the Client:
 - a. Represent the Client before the Governor's Office, Legislature, various state departments, the State Board of Education, the Department of Finance, the State Controller, and others as may be appropriate. Convey, orally and in writing, the perspective of the Client on potential legislation, as determined by the Client. Any advocacy will be in coordination with and in consideration of California School Boards Association (CSBA) and California School Business Officials (CASBO) alignment.
 - b. Provide the Client with legislative bills and bill amendments for review with particular emphasis on planning and implementation strategies.
 - c. Provide a report every month during the legislative session identifying the location and latest action on bills upon which the Client has taken an interest or has implications for the Client.
 - d. Provide the Client with updates on the latest developments in Sacramento as they pertain to State Budget development and education legislation. These updates would come in the form of emails, telephone calls, the Sacramento Update (a weekly newsletter published by the Consultant), and briefings by the Consultant.
 - e. As requested, meet with the Client on a regular basis through the Agreement period to provide budget and legislative updates that will impact the Client and require planning and implementation strategies.
 - f. Stay in regular telephone contact with the Superintendent or his designee relative to issues affecting the Client, including analysis of specific revenue or expenditure issues, analysis of specific educational program legislative or regulatory issues, and a quick query service to provide telephone response to specific fiscal and legislative questions of the Client.

Client: Oxnard School District
Client #: 17550/S70 & S15

2. The Consultant agrees to perform such duties relating to school finance, including:
 - a. Electronic delivery of *Fiscal Report* articles containing information on issues of school finance, budgets, top legislative issues, and practices that impact local educational agency fiscal policies, as well the Special *Fiscal Report* with an analysis of the Governor's proposals for the State Budget and K-12 education
 - c. Provision of the option to the Client of receiving information via the Consultant's website regarding major school finance and policy issues
 - d. Provision of an analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress as part of the *Fiscal Report*
 - e. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
3. In consideration of the services described in Items 1 and 2 above, the County agrees to pay the Consultant for services rendered under this Agreement. The fee is calculated as follows:
 - a. \$24,000.00 annually for Fiscal Advice, Budget Support, and Legislative and Budget Advocacy, payable at \$2,000.00 per month, plus expenses, during the term of this 12-month Agreement, upon billing from the Consultant. Expenses are not to exceed \$4,000.00 annually. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, lodging, meals, shipping, and duplication of materials.
 - b. \$4,260 annually for Fiscal and Management Information Services, as indicated in Item 2, upon billing from the Consultant.
4. This Agreement shall be for the period of 12 months, beginning July 1, 2022, and terminating June 30, 2023. It may be terminated by either party prior to June 30, 2023, on 30 days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation under Item 2 above.
5. It is recognized by both parties that the Consultant will be serving as a legislative advocate on behalf of the Client and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.
6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

Client: Oxnard School District
Client #: 17550/S70 & S15

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____
Lisa Franz
Purchasing Director
Oxnard School District

Date: _____

By:  _____
Leilani Aguinaldo
Director, Governmental Relations
School Services of California Inc.

Date: 6/9/2022

By:  _____
John D. Gray
President/CEO
School Services of California Inc.

Date: 6/9/2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-43 – Terra Firma Enterprises (Torres/Magana)

Terra Firma Enterprises will design, develop, and implement a 4-hour training for the OSD Emergency Operation Command Team on how to augment school site emergency response for incidents. Training will focus on integrating into the emergency response organization, internal and external communication.

They will also design, develop and implement a 7.5-hour training for Principals and Assistant Principals, to assist them through the initial response phase of a disaster. Training will focus on team leadership, setting up command, resources needed, coordination and communication, and what to expect from the District Office.

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

FISCAL IMPACT:

Not to exceed \$14,780.00 – Safety Credits

RECOMMENDATION:

It is recommended by the Risk Manager, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #22-43 with Terra Firma Enterprises.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-43, Terra Firma Enterprises \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)
[Certificate of Insurance \(5 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-43

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Terra Firma Enterprises (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2022** through **June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Fourteen Thousand Seven Hundred Eighty Dollars (\$14,780.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Norma Magana
 Phone: 805.385.1501 x2443
 Fax: 805.240.5963

To Consultant: Terra Firma Enterprises
 181 Westminster Avenue
 Ventura, CA 93003
 Attention: Wendy H. Milligan
 Phone: 805.642.5232
 Fax: 805.642.2883

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

TERRA FIRMA ENTERPRISES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-43

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #22-43

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

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

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

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

IV. The total compensation for the Services shall not exceed \$14,780.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #22-43

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-43

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
805-642-5232

**OXNARD SCHOOL DISTRICT
EMERGENCY MANAGEMENT SERVICES
TECHNICAL PROPOSAL**

April 2022

SCOPE OF WORK –

- **4 Hour - Incident Management Team Training** – Provide the OSD EOC Team with specific training on how to augment school sites emergency response for incidents when the school staff is available, when school staff is not available and when an incident occurs off site, i.e. during field trips or special events or camps. Training will focus on integrating into the emergency response organization, internal communications (District staff, school site staff), external communications (parents, emergency responders, City, and other school districts), the role of the Public Information Officer, and the Reunification process. Training will incorporate instructional material, GO TEAM Checklist and communication flowcharts, as well as hands-on application activities. This training will be offered sometime in August 2022.
- **7.5 Hour - Principal and Assistant Principal Boot Camp Training** – Provide Principals and Assistant Principals with a 7.5 training session to assist them through the initial response phase of a disaster. Training will focus on team leadership, setting up command, resources needed (supplies), coordination and communication and what to expect from the District Office. The training will also incorporate scenario-based activities to emphasize the training material and a mini-table top exercise to emphasize and practice the training materials. This training will be offered sometime in September 2022.
- **Update District's EOP** - TFE will provide technical assistance to update the EOP, and operational checklists for their Emergency Operations Center (EOC). The EOP will comply with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). This update will take 6 – 7 months to complete.

PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

PROJECT COST DETAILS	
INCIDENT MANAGEMENT TEAM TRAINING	
Course Development – TFE will design a 4 -hour course that will be delivered to the District’s EOC Team and will focus on being part of an Incident Management Team responding to a school site or off-site location.	\$2,350.00
Instruction Time – Course is 4 hours in length. Includes set-up and breakdown down.	\$650.00
TOTAL COST NOT TO EXCEED FOR INCIDENT MANAGEMENT TRAINING	\$3,000.00
PRINCIPAL AND ASSISTANT PRINCIPAL BOOT CAMP	
Course Development – TFE will design a 7.5 - hour course that will be delivered to the Principals and Assistant Principals. Training will focus on successfully leading your school site team through an emergency response. Training will incorporate scenario-based activities to emphasize the training materials.	\$3,500.00
Instruction Time – Course is 7.5 hours in length. Includes set-up and breakdown down.	\$1,000.00
TOTAL COST NOT TO EXCEED FOR PRINCIPAL AND ASSISTANT PRINCIPAL TRAINING	\$4,500.00
UPDATING THE DISTRICT EOP	
Understand the Situation – TFE will review the current copy of the District’s EOP and compare the Plan against the existing State and Federal requirements and identify gaps and areas that could be improved, present report and findings to Stakeholders group.	\$520.00
Stakeholder Meetings – TFE will schedule meetings with stakeholders, prepare agendas and presentation materials. TFE will facilitate each of these meetings. Two stakeholder meetings are recommended: <ul style="list-style-type: none"> • Meeting #1 – Stakeholders Gap Workshop with stakeholders. Discuss EOP update process, Present findings of EOP reviews. Develop Courses of Action for gap areas. • Meeting #2 – Overview of draft revised EOP. 	\$1040.00
Draft Revised EOP & Organization - TFE will update and streamline the EOP, checklists and supporting material to comply with SEMS/NIMS regulations and guidelines. Special attention will be focused on how to best incorporate the gap workshop information into the existing EOP. Contractor will submit draft plan to Project Manager for review, input and approval.	\$5,200.00
Compilation of Final Documents - Contractor will incorporate comments from Project Manager and other stakeholders into final draft of the EOP. One digital copy of the plan will be provided to Project Manager.	\$520.00
TOTAL COST NOT TO EXCEED FOR UPDATING THE DISTRICT EOP	\$7,280.00
TOTAL COST FOR TRAININGS AND EOP UPDATE	\$14,780.00

TIMELINE

The Incident Management Training will be scheduled to take place during the month of August 2022.

The Principal/Assistant Principal training will be scheduled to take place during the month of September 2022

The EOP will be updated by November 2022.

PAYMENT SCHEDULE

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Atain Specialty Insurance Company and Continental Casualty Company both rated "A" (Excellent) VIII by A.M. Best.

CONSULTANT QUALIFICATIONS

Wendy Haddock Milligan of TFE brings with her over 30 years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master

Exercise Practitioner certification from the Federal Emergency Management Agency and a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 80 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 80 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: www.TerraFirmaEnterprises.com.

***This quote is valid for 30-days from the date of this proposal.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
All persons or organizations as required by written contract with the insured.	Locations as required by specific, written contract.

- A. **SECTION II -WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such a person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This endorsement is effective on the inception date of the policy unless otherwise stated below. (The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: BWPF0000763R01
Named Insured: Terra Firma Enterprises
Endorsement Effective date:

PRODUCER
 AUTO INS SPECIALISTS-CA
 PO BOX 10160
 SANTA ANA, CA 92711-0730

042870 04

TELEPHONE:(800) 493-7879



**AUTOMOBILE POLICY DECLARATIONS
 IMPORTANT COVERAGE EXCLUSION**

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.

It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

POLICY NUMBER	POLICY PERIOD
0401 04 006154461	FROM 01/04/2022 12:01AM TO 07/04/2022 12:01AM

PERSONS INSURED

NAMED INSURED
 RONALD MILLIGAN

DRIVERS
 RONALD MILLIGAN
 WENDY MILLIGAN
 PARKER MILLIGAN

MAILING ADDRESS 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	2009	ACURA TSX SED 4DR	JH4CU26679C024007		N	08/2009	
2	2015	KIA FORTE LX SED 4DR	KNAFK4A67F5421320		U	12/2017	
3	2016	DODGE RAM TRUCK 1500 L PKP 4X4 2D	1C6RR7PT4GS296734		U	08/2018	

CAR	LP-AI-LA GA-RO	LOSS PAYEES (LP), ADDITIONAL INTERESTS (AI), LOSS PAYEES AND ADDITIONAL INTERESTS (LA), GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.
2	LP	CARMAX
2	RO	PARKER MILLIGAN
		PO BOX 440609
		KENNESAW
		GA 30160

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY			PREMIUMS			NON-FACTORY EQUIPMENT		
				CAR1	CAR2	CAR3	CAR #	ITEMS INSURED	LIMIT
BODILY INJURY LIABILITY	\$100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	129	270	126	ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.	
PROPERTY DAMAGE LIABILITY	\$100,000	EACH ACCIDENT			135	243	209		
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	61	91	57		
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$	MAXIMUM							
COLLISION DEDUCTIBLE WAIVER					3	3	3		
MEDICAL EXPENSE	\$								
LEASE/LOAN GAP COVERAGE	CAR	CAR	CAR						
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR	CAR						
COMPREHENSIVE	DEDUCTIBLE	CAR1 \$500	CAR2 \$500	CAR3 \$500	19	42	27	CALIFORNIA ASSESMENTS	
COLLISION	DEDUCTIBLE	CAR1 \$500	CAR2 \$500	CAR3 \$500	184	399	191	CA FRAUD FEE	2.64
ROADSIDE ASSISTANCE (FOR TOWING SERVICES)*	EACH OCCURRENCE	CAR1 \$75	CAR2 \$75	CAR3 \$75	4	4	4	CIGA FEE	
RENTAL CAR BENEFIT	\$	PER DAY	DAYS					INTERVENOR FEE	
ENDORSEMENTS ATTACHED TO THE POLICY				PREMIUMS PER CAR					
U-10 12/2018				535 1052 617					
				POLICY FEE					
							TOTAL PREMIUM 2,206.64		

IMPORTANT INFORMATION

*For Non-Towing Services, Limit of Liability is \$75 per Occurrence. Maximum 5 Occurrences in total for Towing and Non-Towing services per policy period.

EFFECTIVE 01/04/2022

The enclosed Auto Insurance Renewal Bill and the U251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01AM on 01/04/2022. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent or broker at the phone number provided above.

MAILED TO:

RONALD MILLIGAN
 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

POLICY NUMBER: 0401 04 006154461

MAILING DATE : 12/03/2021

NOTICE

This policy is continuous until cancelled or nonrenewed with respect to the interest of the Loss Payee(s) or Additional Interest(s) named on the reverse side hereof.

LOSS PAYABLE ENDORSEMENT

With respect to the interest of the loss payee named on the reverse side hereof, its successors and assigns, (hereinafter called the Lien-Holder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lien-Holder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lien-Holder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lien-Holder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lien-Holder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lien-Holder of such nonpayment of premium. The rights of the Lien-Holder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after the mailing of such notice.
4. If the Company elects to cancel this policy in whole or in part for nonpayment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lien-Holder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lien-Holder only for ten (10) days after written notice of such cancellation. In no event, as to the interest only of the Lien-Holder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of cancellation shall have been given to the Lien-Holder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lien-Holder, provided the said Lien-Holder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lien-Holder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lien-Holder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lien-Holder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lien-Holder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lien-Holder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lien-Holder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lien-holder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lien-Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lien-Holder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lien-Holder and Mortgagor.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lien-Holder or its agent, this policy shall continue for the term thereof for the benefit of the Lien-Holder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5), and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract, and hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lien-Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien-Holder at its office or branch as set forth on the reverse side hereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the above mentioned policy, other than as above stated.

U-49A (Revised)

ADDITIONAL INTEREST ENDORSEMENT

If this policy is cancelled, prior to its expiration date, ten (10) days advance notice of such cancellation will be given to the additional interest named on the reverse side. Only the bodily injury and property damage liability insurance provided by the policy, to "any other person or organization" extends to the additional interest. This does not affect the coverage provided by the policy, to any other insured.



OXNARD SCHOOL DISTRICT WORKER'S COMPENSATION INSURANCE CERTIFICATION

I, Wendy Milligan, certify that in the performance of my agreement with the Oxnard School District (OSD), Terra Firma Enterprises (TFE) shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should TFE become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the OSD and comply with those laws immediately.

Wendy Haddock Milligan
President
Terra Firma Enterprises

May 12, 2022
Date Signed

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-44 –All Languages Interpreting & Translating (Aguilera-Fort)

All Languages Interpreting & Translating will provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

The cost for services will remain the same as the 2021-22 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount for the 2022-2023 fiscal year would not exceed \$15,000.00, to be paid with General Funds.

RECOMMENDATION:

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #22-44 with All Languages Interpreting & Translating.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-44, All Languages Interpreting & Translating Inc. \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-44

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2022** through **June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Fifteen Thousand Dollars (\$15,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

To Consultant: All Languages Interpreting & Translating
701 East Santa Clara Street, Suite 47
Ventura, CA 93001
Attention: Lourdes Gonzalez Campbell
Phone: (805) 654.0509
Fax: (805) 293.8524

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ALL LANGUAGES INTERPRETING & TRANSLATING:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-44

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-44

SERVICES

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

***CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2023. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #22-44

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-44

COMPENSATION

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

**\$640.00 PER BOARD MEETING WITH A PRORATED HOURLY RATE OF \$213.33 FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.

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

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

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

IV. The total compensation for the Services shall not exceed \$15,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-44

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #22-44

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-44

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-44

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

QUOTE FOR SERVICES

May 17, 2022

Presented to:

MS. LYDIA LUGO DOMINGUEZ
OXNARD SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
SR. EXECUTIVE ASSISTANT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings for July 1, 2022 – June 30, 2023.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change. Our fee is also the same for Zoom with Interpreting sessions.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. We have continued providing interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, and other languages. Our services are mostly used during IEP meetings with parents and students via phone conference, back to school nights, board meetings of parents, either in zoom with interpretation or in person. We have also translated documents for the Special Education Departments of various High Schools in the area in various languages. Each language is quote individually.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-45 – Renaissance Learning Inc. (Aguilera-Fort)

Renaissance Learning Inc. will provide the logistics and support to translate a selection of literature in Mixteco as part of the Oxnard Language Preservation Project.

FISCAL IMPACT:

\$120,000.00 – UTK Planning & Implementation Funds

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-45 with Renaissance Learning Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-45, Renaissance Learning Inc. \(16 Pages\)](#)

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Oxnard School District - 274891

1051 S A St
Oxnard, CA 93030-7442
Contact: Karling Aguilera-Fort - (805) 385-1501
Email: kaguilerafort@oxnardsd.org

Reference ID: 600821

Quote Summary - Oxnard Mixteco Language Preservation Project and Book Production

School Count: 1

Renaissance Products & Services Total	\$240,000.00
Applied Discounts	\$(120,000.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$120,000.00


By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing:

Renaissance Learning, Inc.	Oxnard School District - 274891
	By:
Name: Ted Wolf	Name: Lisa A. Franz
Title: VP - Corporate Controller	Title: Director, Purchasing
	Date:
	Invoice Date: 7/15/2022

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Amy Callahan at (805)312-9424, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Oxnard School District - 274891	
Schools Provided Applications & Services by Renaissance	
Oxnard School District - Oxnard Mixteco Language Preservation Project and Book Production, 24 Select Titles	\$240,000.00
<ul style="list-style-type: none"> Enclosed <i>MOU Custom Development-License and Distribution Agreement (Oxnard - Mixteca 06.02.2022)</i> 	
Products & Services Total	\$240,000.00
Applied Discounts	\$(120,000.00)
Grand Total	USD \$120,000.00

Solution - Oxnard Mixteco Language Preservation Project and Book Production, 24 Select Titles, Enclosed MOU Custom Development-License and Distribution Agreement (Oxnard - Mixteca 06.02.2022)

Lexile is a registered trademark of MetaMetrics, Inc.

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All logos, designs, and brand names for Renaissance's products and services are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.

RENAISSANCE[®]

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2799471

RENAISSANCE®

LICENSE AND DISTRIBUTION AGREEMENT

This License and Distribution Agreement (the "Agreement") is entered into as of the last date of signature below ("**Effective Date**"), by and between Renaissance Learning, Inc., a Wisconsin corporation ("**Distributor**"), and Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030 ("**Publisher**").

RECITALS

WHEREAS, Distributor provides software platform to educational markets for literacy, assessment, and practice of academic skills (the "**Distributor Service**");

WHEREAS, the Distributor Service features content from Distributor, its Affiliates and other content providers, and Distributor desires to add other publishers to this platform to enhance the offerings to its customers;

WHEREAS, Distributor has the rights to translate the content listed on Exhibit A, which consists of book titles and related Intellectual Property Rights;

WHEREAS, Publisher is willing to translate text and audio for the content listed on Exhibit A;

WHEREAS, Distributor is willing to convert, reproduce, record, encode, transmit, copy, display and distribute the translated Exhibit A Localized Content (as defined below) via the Distributor Service; and

WHEREAS, Distributor and Publisher now desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Distributor and Publisher, intending to be bound, agree to the following terms and conditions:

AGREEMENT

1. **Definitions.** The following words shall have the meanings set forth below, unless otherwise defined elsewhere in this Agreement:

"**Affiliate**" means any company or entity that controls, is controlled by or is under common control with a Party. The term "controlling," "controlled by," or "under common control with" means either the beneficial ownership, or outright ownership of more than fifty percent (50%) of the affiliate or business entity itself or the affiliate's or business entity's securities, or units if a limited liability company.

"**Comprehensive Package**" means a content package offered to Customers which includes the Distributor Base Package, the Publisher Add-On Package, and content from other content providers.

"**Confidential Information**" means any oral, written, graphic or machine-readable information of either Party which is not generally known by third parties and which is disclosed to the other Party under this Agreement either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects. Confidential Information may also include information disclosed to a Party by a third party on behalf of a Party and designated in writing as confidential. Confidential Information includes, without limitation: trade secrets; computer code; business plans; intellectual property development plans; agreements with customers, suppliers and other third parties; product and service information; customer information; know-how; processes; and sales, marketing and/or finances of the disclosing Party.

"**Customer**" means a school or other third party that enters into an agreement with Distributor for the Distributor Service, which includes rights to the Localized Content.

"**Customer Contract**" means an agreement between a Customer and Distributor, whereby the Customer subscribes to the Distributor Service, and such service includes rights to the Localized Content.

“Distributor Base Package” means the standard digital content from Distributor and Affiliates which is offered as a standard package to customers subscribing to the Distributor Service.

“Intellectual Property Rights” means collectively, all rights to and under patent, trade secret rights, copyright, trademark, logos, service marks, trade name, trade dress, know-how and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing, inclusive of any and all protectable ideas, concepts, content, inventions, discoveries, developments, designs, methods, modifications, improvements, processes, etc. fixed, developed and/or discovered.

“Localized Content” means Distributor book titles set forth on Exhibit A, that are translated by Publisher for use in Publisher’s myON account, along with the related Intellectual Property Rights related thereto.

“Marks” means any trademarks (registered or unregistered), service marks, logos, designs, icons, characters, cover art, styles, trade names, and trade dress associated with Publisher and/or the Localized Content.

“Metadata” means, with respect to each Exhibit A Title: the title of the book, author name, short and long descriptions of the book, illustrator name, brand and series information, reading program levels, copyright information, publisher information, ISBN, original publication date, cover art and image, graphics, and any other information as is reasonably requested by Distributor.

“Party” and **“Parties”** means Distributor or Publisher, or both, as the context provides.

“Territory” means the world without geographic restrictions.

2. Grant of Rights.

a. Grant of Rights in Localized Content.

i. *General.* Publisher grants to Distributor and its Affiliates a non-exclusive, royalty-free license to convert, reproduce in digital format, record, encode, transmit, display, market, use, store, publish and distribute the Localized Content throughout the Territory via the Distributor Service.

b. Derivative Works. Notwithstanding subsection (a) above, all Modifications, derivative works, and other materials or works created by Distributor, its Affiliates or their respective agents, including, without limitation, the converted electronic files and flash files, processed PDF, audio files, time-code files, student specific version, quizzes, and any other materials generated by the Distributor’s conversion process relating to the Localized Content (the **“Derivative Works”**) shall be owned by Distributor, however, the Distributor shall not use Derivative Works in any manner other than as part of the Distributor Service. Distributor and its Affiliates retain all Intellectual Property Rights related to the Distributor Service, and any software application or other programs distributed in connection with the Distributor Service.

c. Grant of Rights in Marks. Publisher hereby grants to Distributor and its Affiliates a license to use, display, reference, show and demonstrate the Marks during the Term for the purpose of fulfilling Distributor’s obligations under this Agreement. Except for the limited use provided hereunder, Distributor hereby agrees that its use of any Marks of Publisher shall not create any right, title or interest in or to such Marks and that all goodwill associated with such Marks shall belong to and inure to the benefit of the Publisher.

d. Grants of Rights in Artwork. Publisher grants to Distributor and its Affiliates the non-exclusive right to use, display, reference, show, demonstrate, distribute and reproduce in the Territory cover art images, editorial descriptions and other promotional materials related to each Publisher Title (collectively, the **“Artwork”**) in Distributor’s and its Affiliates’ marketing and promotion of the Localized Content. Publisher further grants to Distributor and its

Affiliates the non-exclusive right to use the Metadata to market, promote, publicize, and advertise the Localized Content in the Territory.

3. **Delivery and Production.**

- a. **Publisher's Deliverables.** Promptly upon execution of this Agreement and throughout the Term, Publisher shall provide Distributor with the following for each Publisher Title:
 - i. a translation of the Localized Content
 - ii. an audio file of the narrated title
 - iii. a timely review of quality and testing of completed files; and
 - iv. the translated Metadata for each Publisher Title

In the event Publisher requests Distributor's assistance with the audio file, Distributor may assist Publisher in partnering with appropriate third-party vendors, or Distributor may provide its services at rates mutually agreed to by the Parties.

- b. **Project Manager.** Publisher shall designate and identify to Distributor an employee of Publisher to serve as the project manager for Distributor. The project manager shall, among other things, promptly respond to all inquiries from Distributor regarding the Localized Content. A mutually agreed upon project plan will be approved as a first step of this project. A sample project plan is attached as Exhibit B.
- c. **Distributor's Obligations.** Distributor shall perform the following tasks with respect to the Localized Content:
 - i. create a translation script file for each Title
 - ii. localize each Title using the translation and recorded audio from the Publisher to create a high-resolution PDF
 - iii. convert the PDF and audio recording files to a digital book for the Distributor Service;
 - iv. develop highlighting and reading scaffolds;
 - v. implement reasonable and customary measures to secure each Publisher Title from unauthorized use, sharing, or copying; and
 - vi. provide technical support to Customers.
- d. **Product Content.** Each digital book created by Distributor shall meet the functionality requirements of the Distributor Service.

4. **Promotion and Sale.**

- a. **Press Release.** Neither Party shall issue any press release or similar public announcement about this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld.
- b. **Offering of Localized Content.** The Localized Content shall be offered by Distributor and its Affiliates to its Customers in packages determined by Distributor in its sole discretion.
- c. **Pricing of Localized Content.** The Localized Content will be available for sale at a price set by Distributor to other Distributor Customers outside of those named by the Publisher.

5. **Royalty Payments.** During the Term, no royalties will be paid to either Distributor or Publisher.

6. **Payment and Accounting.** Outside of a separate purchasing agreement, no payments are part of this Agreement.

7. **Representations and Warranties.**

- a. By Publisher. Publisher represents and warrants that: (i) it has the full, right, power and authority to enter into this Agreement and to grant the rights granted to Distributor and its Affiliates herein; (ii) any limitations or restrictions on the rights of Publisher with respect to the Localized Content have been accurately disclosed to Distributor in writing in a timely manner; (iii) the Localized Content and all Marks, the Artwork, the Metadata and other Intellectual Property Rights associated with or necessary to publish, reproduce, or otherwise commercially exploit the Localized Content as contemplated herein are all owned by Publisher; (iv) the Localized Content, Marks, the Artwork and Metadata contain no libelous or unlawful material or instructions that may cause harm or injury and do not and will not infringe upon or violate any copyright, patent, trademark, trade secret or other Intellectual Property Right or privacy right of others; (v) it shall comply with all laws and regulations applicable to the performance of its obligations under this Agreement; and (vi) it has not assigned, pledged, or otherwise encumbered the rights to the Localized Content, and the Localized Content are free of liens and encumbrances.
- b. By Distributor. Distributor represents and warrants that: (i) it has the full right, power and authority to enter into this Agreement; and (ii) it shall comply with all laws and regulations applicable to the performance of its obligations under this Agreement.
- c. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED FOR IN THIS SECTION, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTY HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE OR MERCHANTABILITY.
- d. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY DAMAGES OR COSTS ARISING PURSUANT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, OR FOR A BREACH OF THE RESTRICTIVE COVENANTS SET FORTH IN SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LOCALIZED CONTENT, MARKS, ARTWORK, METADATA AND OTHER SERVICES AND/OR PRODUCTS SUPPLIED HEREUNDER, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. THE MAXIMUM AGGREGATE LIABILITY OF DISTRIBUTOR UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ROYALTY PAYMENTS PAID HEREUNDER BY DISTRIBUTOR IN THE TWELVE (12) MONTHS PRECEDING THE PUBLISHER'S KNOWLEDGE OF ANY CLAIM OR POTENTIAL CLAIM.

8. Indemnification.

- a. By Publisher. Publisher shall defend, indemnify and hold harmless Distributor, its Affiliates and their respective directors, officers, shareholders, employees and agents from and against any claims, liabilities, losses, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees and costs, associated with or arising out of: (a) a breach of any representation or warranty by Publisher and (B) a claim that the sale, distribution or use of the Localized Content by Distributor or its Affiliates in accordance with this Agreement infringes any third party copyright or other intellectual property right or other proprietary right of a third party.
- b. By Distributor. Distributor shall defend, indemnify and hold harmless Publisher, and its directors, officers, shareholders, employees and agents from and against any claims, liabilities losses, damages, costs, and expenses including, but not limited to, reasonable attorneys' fees and costs associated with or arising out of: a breach of a representation or warranty by Distributor.

9. Term and Termination.

- a. Term. The term of this Agreement shall begin as of the Effective Date and shall remain in effect until the Publisher myON license expires.
- b. Termination Due to Breach. Either Party may terminate this Agreement by giving written notice of termination to the other Party in the event of the other Party's material breach of this Agreement, when such breach continues uncured for a period of sixty (60) days following the breaching Party's receipt of the non-breaching Party's written notice of such breach.
- c. Post Termination Obligations. In the event of termination or expiration of this Agreement: (a) Distributor shall, within sixty (60) days after the end of the calendar quarter in which the termination occurred, issue a final copy of the PDF ebook to the Publisher; (b) Distributor and its Affiliates shall continue to retain the right to display, market, use, store, publish and distribute the Localized Content, Marks, Artwork and Metadata for the remainder of any Customer Contract that includes the Localized Content as stated in Section 4; and (c) Distributor shall eliminate the converted files, flash files and Derivative Works relating to the Localized Content, except to the extent needed to satisfy its obligations under a Customer Contract.

10. **Confidentiality; Restrictive Covenants; Code of Conduct**.

- a. Confidentiality Obligations.
 - i. General Obligations. Except as expressly and unambiguously allowed herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. Upon termination of this Agreement, or upon request of the Disclosing Party, subject to Section 9(c), the Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party, all documents and media containing such Confidential Information, and any and all copies or extracts thereof, or destroy such Confidential Information as directed by the Disclosing Party, provided, however, Receiving Party shall be allowed to maintain copies of Confidential Information pursuant to its backup or archival policies or procedures, which copies will remain subject to the confidentiality obligations set forth herein.
 - ii. Permitted Disclosure. Each Party may disclose Confidential Information to its employees only to the extent necessary to fulfill each Party's obligations under this Agreement, provided that those employees are bound to confidentiality obligations at least as restrictive as those set forth herein. Each Party may disclose Confidential Information to its Affiliates and subcontractors, provided that parties receiving such Confidential Information are bound by confidentiality obligations at least as restrictive as those set forth herein.
 - iii. Exceptions to Confidential Information. The Receiving Party will not be obligated under this Section 11 with respect to information the Receiving Party can document:
 - 1. is or has become readily publicly available without restriction through no fault of the Receiving Party or its employees or agents;
 - 2. is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information;
 - 3. was rightfully in the possession of the Receiving Party prior to its disclosure by the other Party; or
 - 4. was independently developed by employees of the Receiving Party without access to Disclosing Party's Confidential Information.

Notwithstanding the foregoing, Confidential Information may be disclosed by the

Receiving Party pursuant to a judicial order, governmental regulation, regulatory authority or statutory requirement, provided that the Receiving Party, subject to what is permitted under the applicable law or regulation, either (a) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (b) obtains, if possible, a written assurance from the competent judicial, regulatory or governmental entity that it will afford the Confidential Information the highest level of protection afforded under the applicable law or regulation. Disclosure under this paragraph shall not relieve the Receiving Party of its obligations of confidentiality generally under this Agreement.

- b. Non-Competition & Reverse Engineering. During the Term of this Agreement and for two (2) years thereafter, Publisher shall not compete with Distributor or its Affiliates in the Territory in the business of operating an online reading platform that measures reading levels and/or personalizes reading for users; provided this shall not affect or impair Publisher's right to license the rights to the Localized Content to other third parties. Publisher shall not at any time reverse engineer or otherwise attempt to copy or replicate the Distributor Service.
- c. Code of Conduct. Publisher will adhere to internationally recognized social and ethical standards and comply with the Distributor's Supplier Code of Conduct (available <http://doc.renlearn.com/KMNet/R60961.pdf>) while performing its obligations under this Agreement.

11. General.

- a. Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the Parties and supersedes all previous and/or inconsistent agreements, negotiations, representations and promises, written and oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provisions hereof shall be binding upon the Parties unless made in writing and duly signed by both Parties.
- b. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, (a) such provision will be fully severable; (b) in lieu of such illegal, invalid or unenforceable provision, there will be added as a part of this Agreement a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent, purpose and economic benefit of such illegal, invalid or unenforceable provision; (c) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (d) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- c. Waiver. A failure of any Party to exercise any right given to it hereunder, or to insist upon strict compliance by the other Party of any obligation hereunder, shall not constitute a waiver of the first Party's right to exercise such a right, or to exact compliance with the terms hereof. Moreover, waiver by any Party of a particular default by another Party shall not be deemed a continuing waiver so as to impair the aggrieved Party's rights in respect to any subsequent default of the same or a different nature
- d. Governing Law. This Agreement shall be governed by the laws of state of Wisconsin without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of this Agreement shall be an appropriate state or federal court located in Wisconsin.
- e. Dispute Resolution. If a dispute arises between the Parties relating to the interpretation or performance of this Agreement, the Parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies.

- f. Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when (1) delivered in person, (2) deposited in the United States mail, postage prepaid or (3) via a recognized national delivery service, such as UPS, FedEx or DHL, to the address set forth on the signature page hereto. Such address may be changed from time to time by either Party providing written notice to the other in the manner set forth above.
- g. Captions. The captions that head certain Sections and paragraphs in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Agreement or of any particular Section.
- h. Assignment. The rights and obligations of Publisher under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the Distributor. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.
- i. No Third-Party Beneficiaries. This Agreement is between Distributor and Publisher. Other than Distributor's Affiliates, no third-party beneficiaries are intended.
- j. Force Majeure. In the event of an issue that causes either Party's delay or failure to perform its obligations under this Agreement due to acts of God and natural disasters (each, a "**Force Majeure**"), the affected Party will: (i) promptly give the other Party notice in writing of the Force Majeure; (ii) use all reasonable efforts to mitigate the effects of the Force Majeure upon that Party's performance of its obligations under this Agreement; and (iii) promptly resume performance of its obligations after the Force Majeure has passed. The affected Party may terminate this Agreement with immediate effect in the event that a Force Majeure continues for more than 39 days.
- k. Survival of Terms. The rights and obligations which by their nature are intended to survive expiration or termination of this Agreement will survive, including but not limited to Section 3 (Ownership), Section 4 (Payment Terms), Section 5 (Term & Termination), Section 7 (Confidentiality), Section 9 (Warranties), Section 10 (Indemnification), Section 11 (Miscellaneous).
- l. Duplicates, Originals, Counterparts. This Agreement and any Exhibits thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.
- m. Scanned Documents & Electronic Signatures. Electronic signatures by duly authorized signatories of the parties are valid. Each Party may scan and electronically preserve this Agreement and all other documents related to this Agreement. All documents that have been scanned and stored by a Party are treated as original documents for all purposes.
- n. Independent Contractor. The Parties agree that their relationship hereunder is that of independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties pursuant to this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other Party. Neither Party's officers nor employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

Oxnard School District

Renaissance Learning, Inc.

By: _____

By: _____

Name: **Lisa A. Franz** _____

Name: _____

Title: **Director, Purchasing** _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A
Localized Content

EXHIBIT "A"
(24 books to be selected)

myON ID	Publication	Publisher	Brand	Series	Title	Summary	Subject1	Subject2	Intended Audi	Include on Selection List
961	2007 Fall	Capstone P A+	Bilingüe, Colores/	Azul/Blue:	Mira el azul que te ro	Introduces son	Math Fun: Ma	Science: Color:	PreK-2	Yes
962	2008 Spring	Capstone P A+	Bilingüe, Colores/	Verde/Green:	Mira el verde que	Introduces son	Math Fun: Ma	Science: Color:	PreK-2	Yes
963	2008 Spring	Capstone P A+	Bilingüe, Colores/	Anaranjado/Orange:	Mira el anar	Introduces son	Math Fun: Ma	Science: Color:	PreK-2	Yes
964	2007 Fall	Capstone P A+	Bilingüe, Colores/	Morado/Purple:	Mira el morado	Introduces son	Math Fun: Ma	Science: Color:	PreK-2	Yes
965	2007 Fall	Capstone P A+	Bilingüe, Colores/	Rojo/Red:	Mira el rojo que te ro	Introduces son	Math Fun: Ma	Science: Color:	PreK-2	Yes
966	2007 Fall	Capstone P A+	Bilingüe, Colores/	Amarillo/Yellow:	Mira el amarill	Introduces son	Math Fun: Ma	Science: Color:	PreK-2	Yes
166	2002 Fall	Capstone P	Pebble Boo Characte	I Am Respectful		Simple text an	About Me: Ch	About Me: Ma	PreK-2	Yes
167	2002 Fall	Capstone P	Pebble Boo Characte	I Am Responsible		Simple text an	About Me: Ch	About Me: Ma	PreK-2	Yes
3928	2014 Spring	Capstone P	Pebble Boo I Don't B	I Am Respectful		The choices yo	About Me: Ch	About Me: Ma	PreK-2	Yes
3929	2014 Spring	Capstone P	Pebble Boo I Don't B	I Am Responsible		The choices yo	About Me: Ch	About Me: Ma	PreK-2	Yes
4536	2014 Fall	Capstone P	Pebble Plus Special C	Dairy-Free Diets		Plenty of peop	Hobbies & Hov	About Me: He	PreK-2	Yes
4537	2014 Fall	Capstone P	Pebble Plus Special C	Diabetes-Aware Diets		Plenty of peop	Hobbies & Hov	About Me: He	PreK-2	Yes
4538	2014 Fall	Capstone P	Pebble Plus Special C	Gluten-Free Diets		Plenty of peop	Hobbies & Hov	About Me: He	PreK-2	Yes
2815	2012 Spring	Capstone P	Pebble Plus The Cale	How Long Is a Week?		A lot happens	Math Fun: Ma	Science: Earth	PreK-2	Yes
4063	2014 Spring	Picture Wir	Hello Geniu Hello Ge	Little Elephant Listens		Little Elephant	About Me: Ch	About Me: Ma	PreK-PreK	Yes
4066	2014 Spring	Picture Wir	Hello Geniu Hello Ge	Little Tiger Picks Up		Playtime is ove	About Me: Ch	About Me: Ma	PreK-PreK	Yes
340	2010 Spring	Picture Wir	Hello Geniu Hello Ge	Bunny Eats Lunch		Little Bunny le	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
341	2010 Spring	Picture Wir	Hello Geniu Hello Ge	Duck Goes Potty		Little Duck lea	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
342	2010 Spring	Picture Wir	Hello Geniu Hello Ge	Pig Takes A Bath		Pig has a fun ti	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
343	2010 Spring	Picture Wir	Hello Geniu Hello Ge	Pony Brushes His Teeth		Pony learns ho	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
1484	2011 Spring	Picture Wir	Hello Geniu Hello Ge	Nap Time for Kitty		Mama cat mus	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
1485	2011 Spring	Picture Wir	Hello Geniu Hello Ge	Play Time for Puppy		Baby puppy ha	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
1486	2011 Spring	Picture Wir	Hello Geniu Hello Ge	Snack Time for Cow		Baby calf enjo	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
1487	2011 Spring	Picture Wir	Hello Geniu Hello Ge	Story Time for Lamb		Baby lamb enj	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
2742	2012 Spring	Picture Wir	Hello Geniu Hello Ge	Bear Says "Thank You"		Bear uses his n	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
2743	2012 Spring	Picture Wir	Hello Geniu Hello Ge	Hippo Says "Excuse Me"		Hippo uses his	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
2744	2012 Spring	Picture Wir	Hello Geniu Hello Ge	Mouse Says "Sorry"		Mouse is late f	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
2745	2012 Spring	Picture Wir	Hello Geniu Hello Ge	Penguin Says "Please"		Penguin must	Genres: Favori	Genres: Pictur	PreK-PreK	Yes
4064	2014 Spring	Picture Wir	Hello Geniu Hello Ge	Little Lion Shares		Little Lion doe	About Me: Ch	About Me: Ma	PreK-PreK	Yes
4065	2014 Spring	Picture Wir	Hello Geniu Hello Ge	Little Monkey Calms Down		Little Monkey	About Me: Ch	About Me: Ma	PreK-PreK	Yes
3158	2012 Fall	Picture Wir	I See	Bilingual Veo el invierno /	I See Winter	Snowflakes, sl	Science: Earth	Science: Seaso	PreK-PreK	Yes
3159	2012 Fall	Picture Wir	I See	Bilingual Veo el otoño /	I See Fall	Experience the	Science: Earth	Science: Seaso	PreK-PreK	Yes
3160	2012 Fall	Picture Wir	I See	Bilingual Veo el verano /	I See Summer	From lemonad	Science: Earth	Science: Seaso	PreK-PreK	Yes
3161	2012 Fall	Picture Wir	I See	Bilingual Veo la primavera /	I See Spring	From rain and	Science: Earth	Science: Seaso	PreK-PreK	Yes

**EXHIBIT "A" - cont.
(24 books to be selected)**

2089	2011 Fall	Picture	Wir I See	I See	I See Fall	Experience the Science: Earth Science: Seaso	PreK-PreK	Yes
2090	2011 Fall	Picture	Wir I See	I See	I See Spring	From rain and Science: Earth Science: Seaso	PreK-PreK	Yes
2091	2011 Fall	Picture	Wir I See	I See	I See Summer	From lemonad Science: Earth Science: Seaso	PreK-PreK	Yes
2092	2011 Fall	Picture	Wir I See	I See	I See Winter	Snowflakes, sl Science: Earth Science: Seaso	PreK-PreK	Yes
873	2004 Spring	Picture	Wir Nonfiction	Amazing	Air: Outside, Inside, and All Arou	Learn about th Genres: Reade	Science: Life St	K-4
874	2002 Fall	Picture	Wir Nonfiction	Amazing	Light: Shadows, Mirrors, and Rai	Learn about lig Genres: Reade	Science: Color:	K-4
875	2006 Fall	Picture	Wir Nonfiction	Amazing	Composting: Nature's Recyclers	Dead leaves, fr Genres: Reade	Science: Life St	K-4
876	2004 Spring	Picture	Wir Nonfiction	Amazing	Electricity: Bulbs, Batteries, and	Find out how e Genres: Reade	Science: Physic	K-4
877	2004 Spring	Picture	Wir Nonfiction	Amazing	Energy: Heat, Light, and Fuel	The forms of e Genres: Reade	Science: Physic	K-4
880	2004 Spring	Picture	Wir Nonfiction	Amazing	Matter: See It, Touch It, Taste It,	The states of n Genres: Reade	Science: Physic	K-4
882	2004 Spring	Picture	Wir Nonfiction	Amazing	Motion: Push and Pull, Fast and	Explore the co Genres: Reade	Science: Physic	K-4
883	2002 Fall	Picture	Wir Nonfiction	Amazing	Magnets: Pulling Together, Push	Compasses an Genres: Reade	Science: Physic	K-4
884	2002 Fall	Picture	Wir Nonfiction	Amazing	Rocks: Hard, Soft, Smooth, and I	The rocks you Genres: Reade	Science: Physic	K-4
886	2002 Fall	Picture	Wir Nonfiction	Amazing	Dirt: The Scoop on Soil	Discusses the r Genres: Reade	Science: Life St	K-4
887	2002 Fall	Picture	Wir Nonfiction	Amazing	Sound: Loud, Soft, High, and Lov	Sound is creat Genres: Reade	Science: Physic	K-4
888	2004 Spring	Picture	Wir Nonfiction	Amazing	Temperature: Heating Up and C	A temperature Genres: Reade	Science: Techn	K-4
890	2002 Fall	Picture	Wir Nonfiction	Amazing	Water: Up, Down, and All Arou	Describes the r Genres: Reade	Science: Life St	K-4
51	2005 Fall	Picture	Wir Nonfiction	Amazing	Fluffy, Flat, and Wet: A Book Ab	Describes how Science: Earth Science: Seaso	K-4	Yes
650	2010 Spring	Picture	Wir Nonfiction	Everyone	Everyone Feels Angry Sometime	It's OK to feel r About Me: Chz	About Me: Fee	K-2
651	2010 Spring	Picture	Wir Nonfiction	Everyone	Everyone Feels Happy Sometim	Feeling happy About Me: Chz	About Me: Fee	K-2
652	2010 Spring	Picture	Wir Nonfiction	Everyone	Everyone Feels Sad Sometimes	It's OK to feel r About Me: Chz	About Me: Fee	K-2
653	2010 Spring	Picture	Wir Nonfiction	Everyone	Everyone Feels Scared Sometim	It's OK to feel r About Me: Chz	About Me: Fee	K-2
3968	2014 Spring	Picture	Wir Nonfiction	Monster	Monster Knows Excuse Me	At the store th About Me: Chz	About Me: Ma	PreK-2
3969	2014 Spring	Picture	Wir Nonfiction	Monster	Monster Knows I'm Sorry	Monsters are r About Me: Chz	About Me: Ma	PreK-2
3970	2014 Spring	Picture	Wir Nonfiction	Monster	Monster Knows Please and Thar	Monsters sip, r About Me: Chz	About Me: Ma	PreK-2
3971	2014 Spring	Picture	Wir Nonfiction	Monster	Monster Knows Table Manners	Monster sits d About Me: Chz	About Me: Ma	PreK-2
3596	2013 Spring	Picture	Wir Nonfiction	Monster	Monster Knows More Than, Les:	These monster Math Fun: Mai	Genres: Pictur	PreK-3
3597	2013 Spring	Picture	Wir Nonfiction	Monster	Monster Knows Numbers	This monster i: Math Fun: Cou	Math Fun: Mai	PreK-3
3598	2013 Spring	Picture	Wir Nonfiction	Monster	Monster Knows Patterns	These monster Math Fun: Mai	Genres: Pictur	PreK-3
3599	2013 Spring	Picture	Wir Nonfiction	Monster	Monster Knows Shapes	This monster i: Math Fun: Sha	Math Fun: Mai	PreK-3
1524	2002 Fall	Picture	Wir Nonfiction	Through	Autumn: Signs of the Seasons Ar	Examines how Science: Earth Science: Seaso	PreK-1	Yes
1525	2002 Fall	Picture	Wir Nonfiction	Through	Spring: Signs of the Season Arou	Examines how Science: Earth Science: Seaso	PreK-1	Yes
1526	2002 Fall	Picture	Wir Nonfiction	Through	Summer: Signs of the Season Ar	Examines how Science: Earth Science: Seaso	PreK-1	Yes
1527	2002 Fall	Picture	Wir Nonfiction	Through	Winter: Signs of the Season Arou	Examines how Science: Earth Science: Seaso	PreK-1	Yes
3150	2012 Fall	Stone Arch	Truck Budd	Truck Bu	Busy Truck	Red Truck wan Sports & Vehic	Genres: Favori	PreK-K
3151	2012 Fall	Stone Arch	Truck Budd	Truck Bu	Fast Truck	At the big truc Sports & Vehic	Genres: Favori	PreK-K
3152	2012 Fall	Stone Arch	Truck Budd	Truck Bu	Muddy Truck	After it starts r Sports & Vehic	Genres: Favori	PreK-K

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EXHIBIT B

Project Plan

1- Contact Information

Publisher Project Manager: Jessica Vaughan Jessica.Vaughan@renaissance.com (715) 424-3636

Renaissance Project Manager: _____
Name Email Phone Number

2- Responsibilities and Project Plan

The Publisher (Oxnard) Shall...	Renaissance Shall...
Select titles from the shared list	Provide a title list for selection purposes
Translate metadata about the selected titles in a format provided by Renaissance (includes title and summary, along with other potential information).	Provide file specifications for translations and Audio, a metadata template, and a secure FTP site.
Send all files through the secure FTP site access provided by Renaissance.	Review submitted files within 5 working days to approve or reject.
Ensure all content files meet the Renaissance requirements.	For translation projects – create a script file for Publisher to complete for each title.
For translation projects – translate the text of the book and include in the Renaissance provided script file.	Create PDF book spreads of the title to be added to myON. For translation projects, the file will be available for testing.
For translation projects – test the book spreads, and upon approval, narrate the title during an audio session.	Convert PDF book spreads to an interactive digital title by combining with audio files.
Send complete audio files in the Renaissance specifications.	Make required corrections to books.
Provide final testing and approval of books.	Publish the digital myON version to a secured collection that is enabled for Publisher and licensed Customers.

3- Proposed Timeline

Day 1	Oxnard signs license and distribution agreement, along with separate purchase order, and completes Exhibit A (list of translation titles)
Day 30	Renaissance provides translation template for each selected title
Day 120	Oxnard returns completed translation templates for all titles
Day 150	Renaissance provides PDF copies of translated titles
Day 180	Oxnard reviews PDFs and provides corrections updates
Day 210	Renaissance provides finalized PDFs and audio script
Day 260	Oxnard returns completed audio files for translated text
Day 290	Renaissance provides test myON books for Oxnard's review and approval
Day 320	Oxnard provides corrections and testing results for each title, and Renaissance updates
Day 350	Final files are live in Oxnard's myON account

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #22-46 – Ventura County Office of Education (DeGenna/Thomas)

Ventura County Office of Education will provide library support services to the Oxnard School District, pursuant to Section 18100 of the California Ed. Code. Support will be provided in implementing State Standards and aligning individual school site library services with the California Model School Library Standards. Assistance will be provided in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code. Up to 6 days of professional development will be provided to school site Library/Media Techs from August 1, 2022 to June 30, 2023. This item is reflected in LCAP Goal 1.17.

FISCAL IMPACT:

\$5,280.00 – Title 1

RECOMMENDATION:

It is recommended by the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-46 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-46, Ventura County Office of Education \(2 Pages\)](#)

**AGREEMENT #22-46 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND
OXNARD SCHOOL DISTRICT
FOR
K-8 LIBRARY SUPPORT SERVICES**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Coordinator-Library, Media, Reading, and Literacy in providing **OXNARD** School District, hereafter called “the District.” The purpose is to support staff and students by providing regular and effective library support services as follows:

1. Serve as the “Librarian of Record” as stipulated in the California Education Code, sections 18100-18103, 18120, and 44868 to the school sites of **OXNARD** School District.
2. Provide support in implementing State Standards and aligning individual school site library services with the California Model School Library Standards to include the following:
 - a. Provide direct support in the selection and cataloging of library materials to correlate with site needs and support standards-based curriculum
 - b. Provide professional development and training for library staff regarding library materials use, organization, programming, collection development, and standard library procedure and use
 - c. Provide professional development training for library staff to support efforts to integrate information literacy and technology skills into all areas of learning
 - d. Assist in site-specific inventory and assessment of library materials, programming and student/teacher needs
 - e. Provide professional development training for library staff on repair, weeding, and disposal of obsolete materials that conform to approved district policies and procedures to maintain a healthy library collection
 - f. Provide distance-based support on an as-needed basis (via telephone or e-mail)
3. Assist in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code.
4. Perform any or all of the following duties as authorized:
 - a. Instruct students in accessing, evaluating, using and integrating information and resources in the library program
 - b. Plan and coordinate school library programs with the instructional programs of a school district through collaboration with teachers
 - c. Select materials for school and district libraries
 - d. Develop programs for and deliver staff development for school library

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting effective library services. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing these services for the purpose of this agreement.

1. **Ventura County Office of Education, Instructional Services Support Department, agrees to:**
Provide 6 days of library support services on a date to be mutually determined between August 1, 2022, through June 30, 2023. Library support services to be provided by VCOE Coordinator-Library, Media, Reading, and Literacy at a rate of \$5280.00. Additional days may be added at a rate of \$880.00 per day or \$110 per hour and invoiced at a later date.
2. **The District agrees to:**
 - a. Pay Ventura County Office of Education \$5,280.00 for library services provided by VCOE Coordinator-Library, Media, Reading, and Literacy.

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

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education, Educational Services Branch:

Lisa Salas Brown, Associate Superintendent

Date

Lisa Cline, Executive Director of Internal Business Services

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-47, CAFE Project 2Inspire (DeGenna/Ruvalcaba)

The CAFE Project 2Inspire Program will teach Parent Leadership classes by a CAFE trained parent specialist during the 2022-2023 school year. Parents will use learned skills in their respective school sites to further improve parent engagement and participation in school decisions.

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

FISCAL IMPACT:

Not to exceed \$35,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-47 with CAFE Project 2Inspire.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-47, CAFE Project 2INSPIRE \(6 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OSD AGREEMENT #22-47



MEMORANDUM of UNDERSTANDING (MOU)

Between **Oxnard School District** and
California Association for Bilingual Education (CABE)
for **2022-2023**

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and **Oxnard Sd** and serves to outline the details and responsibilities of CABE and **Oxnard SD**, respectively, in regard to CABE providing a Parent Specialist to deliver **two cohorts of Project 2INSPIRE's Mastery Levels, one cohort of Expert Level and one year of Licensing fees (2022-23) of CABE's Awareness Curriculum in a Hybrid format, for a total cost of \$33,600 including a total of 6 In-Person sessions** which are also outlined in the scope of work Appendix A.

Responsibilities of Oxnard School District

- To schedule the Project 2INSPIRE (P2I) sessions in collaboration with CABE.
- To notify CABE Project Coordinator, Ms. Maria Valencia via email at mvalencia@gocabe.org of date/time changes for the parent leadership sessions in a timely manner:
 - Once **Oxnard SD** and CABE have mutually agreed upon the date/time for the P2I, CABE Parent Specialist assigned must be notified of any changes in date/time at least ten (10) business days prior to the originally scheduled day and time of the sessions.
 - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the session, **Oxnard SD** and will be liable for any additional consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the sessions at no cost to CABE;
- To provide the audiovisual equipment for the presentations, requested by CABE in advance.
- To provide technical support during the delivery of **hybrid** Project 2INSPIRE sessions, if using a district/site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To print and provide all graduating participants a copy of their certificate.
- Provide administrative support to CABE Facilitator when necessary; and
- Limit the number of participants to a maximum of 40.
- Participants are defined as those who attend, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include

those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support.

- If the number of participants exceeds 40, CAFE must be notified at least 2 weeks in advance. An additional Parent Specialist may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.
- If the site exceeds 40 participants, the cost per participant beyond 40 will be (\$175 each and added to the total cost of the MOU).
- If the site has the sessions in a **hybrid format**, the site will provide staff support to ensure the facilitators are connected on a screen and projected.
- Assist with outreach to and organizing Project 2INSPIRE Level One virtual workshops to (**Oxnard SD**) parents.
- Workshops will only be delivered by Project 2INSPIRE certified presenters and supervised by authorized supervising staff member).
- Identify a qualified staff to monitor the implementation of Project 2INSPIRE virtual workshops and compliance with this agreement.
- Maintain fidelity to Project 2INSPIRE content and design including 60-90-minute time frame for INSPIRE workshops. (The curriculum and evaluation instruments are copyrighted by the California Association of Bilingual Education (CAEBE). These instruments are to be used only by approved trainers and are not to be combined or modified. They may not be distributed to other trainers and/or agencies.
- All scheduled (**Oxnard SD**) Project 2INSPIRE workshops will be communicated to CAEBE Ms. Maria Valencia at the beginning of each month, ongoing, to include date, time, place, module number, presenter, presenter's contact information.
- ALL CAEBE Project 2INSPIRE attendance sheets for each workshop, participant evaluations for each participant in the workshop, a brief "presenter's report" and a copy of any flyer or announcement used to publicize the workshop will be provided to CAEBE at the beginning of each month, for workshops implemented during the previous month.
- **Oxnard SD** Certified Project 2INSPIRE Facilitators agree to attend quarterly coaching meetings during the first year they are certified to present Project 2 INSPIRE workshops.
- Each **Oxnard SD** facilitator's status as a current certified Project 2 INSPIRE trainer is at the discretion of CAEBE and dependent on compliance with the terms herein.
- Supervising staff person to meet quarterly with CAEBE Coaching and Mentoring Lead to review progress.
- Pay yearly Licensing fee before Certified parent presents begins sessions.

Responsibilities of CAEBE

- Provide all content and curriculum; and
- Provide a Parent Specialist to present the Project 2INSPIRE sessions; and
- When in-person Project 2INSPIRE sessions is not an option due to the Covid-19 pandemic or any other reason beyond CAEBE's control, provide the sessions through a virtual platform, with modifications as needed.
- Provide a PDF version of certificate for site to print and distribute; and
- Provide a graduation celebration for all that complete full course content in person or virtually.
- Provide copy of Awareness curriculum electronically.
- Provide ongoing support in the form of quarterly coaching meetings for problem-solving and feedback for trained (**Oxnard SD**) presenters.

- Meet quarterly with (**Oxnard SD**) supervisory staff person to review progress.

Virtual/Hybrid Delivery

- If in-person professional development is not an option due to the Covid-19 pandemic or any other reason beyond CABE's control, CABE will coordinate with **Oxnard SD** to provide Professional Development through a **virtual/hybrid platform** and an electric copy (via Google link) of CABE's Licensed Awareness curriculum with modifications as needed (time, materials, etc.).
- CABE will provide the Zoom Virtual Platform and set up unless district/site selects to use and set up a different platform. District is responsible for providing technical support to CABE facilitator for **hybrid** training, managing, setting up, and monitoring the session.
- Only CABE may record the trainings if the district or site does not approve the recording it should be communicated to CABE prior to the start of date.
- CABE will notify Participants before the start of the trainings that CABE will be recording the session.
- Participants who consent but do not wish to be seen on the camera, or do not want their background visible, may also turn their cameras off or utilize virtual backgrounds at any point during the meeting.
- Information that Participants want kept private during meetings is their responsibility.
- Participants may not display, post, or otherwise use language or material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, or threatening. This could be subject to removal from the class.

Budgeting

At contract signing, a deposit of 50% of the total costs will be due along with a PO submitted to CABE Project Contract Coordinator Ms. Maria Valencia via email mvalencia@gocabe.org

CABE Project 2INSPIRE Contract Coordinator will invoice **Oxnard SD** for the remaining amounts due once all services have been completed.

Intellectual Property

CABE retains all intellectual property rights to the content of the Project 2INSPIRE presentations.

CABE retains the right to record virtual and in-person Project 2INSPIRE sessions for internal quality control purposes. Only CABE may record its presentations and any recordings are the sole property of CABE.

Insurance

CABE shall provide to **Oxnard SD** and a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$3,000,000

aggregate and \$1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE Parent Specialist upon request.

Indemnification

- A. Insofar as permitted by law, **Oxnard Sd** and shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of **Oxnard SD**, its officers, agents, or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless **Oxnard SD** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents, or employees.
- C. It is the intent of **Oxnard SD-** and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed, and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. **Oxnard SD** and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this agreement within ten (10) calendar days of such determination. **Oxnard SD** and CABE further agree to cooperate in defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this agreement.

Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person sessions are not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the Project 2INSPIRE sessions through a virtual platform, with modifications as needed, or the parties will reschedule the sessions to a mutually agreeable date.

Notices

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: **Oxnard SD**

**Oxnard School District
1051 South A Street
Oxnard, CA 93030**

To: CABA

California Association for Bilingual Education
20888 Amar Road
Walnut, CA 91789

Integration

This MOU represents the entire and integrate agreement between **Oxnard SD** and CABA for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of **Oxnard SD** and CABA.

Representation of Authority

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, **Oxnard SD** and CABA have executed this MOU as of the date first above written.



Lisa A. Franz, Director, Purchasing
Authorized Representative of
Oxnard SD-
1051 South A. St.
Oxnard, CA 93030
(805) 385-1501

Jan Corea, CABA CEO
California Association for Bilingual
20888 Amar Road
Walnut, CA 91789
(626) 814-4441

Date: _____

Date: 5/9/22

EXHIBIT A SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide **Hybrid** training workshops, on topics from the California Association for Bilingual Education's (CABE's) **Project 2INSPIRE Parent Leadership Development Program (P2i)**. **2-Mastery Level Cohorts (12) 2 to 3-hour training workshops (Spanish and English) for \$18,400, 1-Expert Level Cohort (16) 2–3-hour training workshops in Spanish for \$11,200- and one-year licensing fee for \$4,000** to use CABE's Awareness Level Curriculum. ***Including 6 total In-Person sessions*** for a total of **\$33,600** during the **2022-2023** school year.

II. CONTRACT MONITORS:

The Contractor assigns **Ms. Maria Valencia** at mvalencia@gocabe.org as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

III. TASKS TO BE ACCOMPLISHED:

A. CABE Parent Specialist will provide:

1. **2-Cohorts (Spanish and English) of 12 sessions each, 2-3-hour training workshops on topics from CABE's P2i Mastery Level during the 2022-2023 school year with Oxnard SD held in a hybrid format through ZOOM. Including 2 In-Person Training workshops for each cohort.** Training dates TBD.
2. **1- Spanish Cohort of 16 sessions, 2–3-hour training workshops on topics from CABE's P2i Expert Level during the 2022-2023 school year with Oxnard SD held in a hybrid format through ZOOM. Including 2 In-Person Training workshops.** Training dates TBD.
3. **1-Licensing Fee. CABE will provide an electronic copy (via Google link) of the Awareness level curriculum during the 2022-2023 school year.** Project 2INSPIRE Certified Parents will conduct workshops using the Project 2-INSPIRE/CABE Level 1 "Awareness" Curriculum. These sessions will be scheduled per a timeline approved by District Representative. Project 2INSPIRE Certified Parents will work with the contact district to ensure that all activities are completed and conducted in the best possible manner. This district site person will provide all relevant information so that the program is carried out as designed to ensure positive outcomes for parents, students, and the school community



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2022

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203 License#: 0726293 CALIASS-06	CONTACT NAME: Brenda Aldape PHONE (A/C, No, Ext): 818-539-8602 FAX (A/C, No): 818-539-8702 E-MAIL ADDRESS: Brenda_Aldape@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789														

COVERAGES **CERTIFICATE NUMBER:** 432039581 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2336202	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2336202	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 100/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB788803	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2336202	12/1/2021	12/1/2022	Per Claim \$1,000,000 Aggregate \$3,000,000

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

Policy: Sexual/Physical Abuse or Molestation Liability
 Policy#: PHPK2336202
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 12/1/2021 To 12/1/2022
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000

RE: August 31st 2022, Sept. 7th, 14th, 21st, 28th, Oct. 5th, 12th, 19th, 26th, Nov. 2nd, 9th, 16th, 30th, December 7th, 14th, January 11th, 18th, 25th 2023, Feb. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A Street
 Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

Melissa Cury

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

1st, 8th, 15th, 22nd, Mar. 1st, 8th, 15th, 22nd, April 12th, 19th, 26th, May 3rd, 10th, 17th, 24th, 31st. June 7th, 14th 2023| Project 2INSPIRE Family Engagement Workshop.

Certificate holder is named additional insured with respect to the operations of the named insured.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-49 – County of Ventura (DeGenna/Nocero)

The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

Term of Agreement: July 1, 2022 through June 24, 2023

FISCAL IMPACT:

Not to exceed \$404,472.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #22-49 with the County of Ventura.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-49, County of Ventura \(13 Pages\)](#)
- [Exhibit E - Budget Sheet \(1 Page\)](#)
- [Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-49

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of July 2022 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2022 to and including June 24, 2023 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Four Thousand Four Hundred Seventy-Two Dollars and No Cents (\$404,472.00), unless additional compensation is approved in writing by the District.

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

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by one party giving sixty (60) days written notice to the other, with or without cause.

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

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

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

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

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

10. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District

with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Jodi Nocero
Phone: (805) 385-1501 ext 2161
Fax: (805) 487-9648

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Sevet Johnson
Phone: (805) 477-5444
Fax: (805) 477-5385

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

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

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

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

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

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

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

28. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the

provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

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

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

COUNTY OF VENTURA:

Signature

Signature

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

Sevet Johnson, Interim County Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related
 Project #22-49

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-49

SERVICES

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

See Exhibit E Attached

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

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school’s SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

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

- None.
 See Exhibit E attached

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #22-49

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-49

COMPENSATION

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

***SEE EXHIBIT E ATTACHED**

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

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

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

IV. The total compensation for the Services shall not exceed \$404,472.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-49

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #22-49

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-49

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-49

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Oxnard School District/CFS Healthy Start Agreement 2022-23

School	Position	Annual Cost	1.00 FTE		50% CWS Match	50% OSD Cost
McKinna and Lopez	121960 CWSW - Sylvia Gonzales Villacana	\$144,330	\$144,330		\$72,165	\$72,165
McKinna and Lopez	117646 OA - Patricia Gonzalez	\$96,241	\$96,241		\$48,120	\$48,120
Totals		\$240,571	\$240,571		\$120,285	\$120,285
PSSF (FTE (50% paid by PSSF and 50% split CWS/OSD))						
		Annual Cost	1.00 FTE	50% PSSF	25% CWS Match	25% OSD Cost
Cesar Chavez and Ramon	128088 CWSW - Dafne Aguilar	\$133,056	\$133,056	\$66,528	\$33,264	\$33,264
Cesar Chavez and Ramon	117848 OA - Maricela Lopez	\$99,630	\$99,630	\$49,815	\$24,908	\$24,908
Totals		\$232,687	\$232,687	\$116,343	\$58,172	\$58,172
		Annual Cost	1.00 FTE		50% CWS Match	50% OSD Cost
Frank and Rose Avenue	126218 CWSW - Guadalupe Garcia	\$126,066	\$126,066		\$63,033	\$63,033
Frank and Rose Avenue	124626 Vanessa Pantoja	\$93,189	\$93,189		\$46,594	\$46,594
Totals		\$219,255	\$219,255		\$109,627	\$109,627
		Annual Cost	1.00 FTE		50% CWS Match	50% OSD Cost
Kamala	125545 CWSW - Veronica Rodriguez	\$131,635	\$131,635		\$65,817	\$65,817
Kamala	118368 OA - Luis Hernandez	\$93,141	\$93,141		\$46,570	\$46,570
Totals		\$224,775	\$224,775		\$112,388	\$112,388

Supplies for Youth

\$4,000

Total Share of Cost OSD \$404,472

(does not include supervision, equipment, staff supplies, etc.)

Difference from	\$133,552
FY 2021-22 Contract	\$270,920

Notes:

- 1-Project includes two schools: McKinna funded with costs shared FTE by OSD (50%) and CWS (50%) match funds and Cesar Chavez which has been funded with PSSF funds for 50% of FTE with the other 50% of FTE is shared between CWS Match Funding (25%) and OSD Cost (25%).
- 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA).
- 3-Annual cost is based on FY 2021-22 salaries and benefits (S&B) for the assigned staff.
- 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget.
- 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 20-21).

Weeks per year	52
Days paid per week	5
Days paid per year	260
% of FTE Available	100%
Days Available (paid)	246
Paid days include holidays, sick, vacation, training, LOA, etc.	

Contract Term Requested by OSD (July 1, 2022, through June 24, 2023)	
Jul	20
Aug	23
Sept	21
Oct	21
Nov	19
Dec	18
Jan	20
Feb	18
Mar	23
Apr	19
May	22
Jun	22
	246
Less Days Available	-246
Days Over Budget	0

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura B: C: D: E:

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Self-Insured	07/01/2021	07/01/2022	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
A	Workers' Compensation Employers Liability	Self-Insured	07/01/2021	07/01/2022	Workers' Compensation	Statutory
					Employers Liability	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority
 5189A Verdugo Way
 Camarillo, CA 93012-8653

CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 2022

Agenda Section: Section C: Personnel Agreement

Approval of Agreement/MOU #22-50 – Tri-Counties Regional Center (Torres)

The Tri-Counties Regional Center Foster Grandparent Program will provide Foster Grandparent volunteers to serve at select schools and preschools in the Oxnard School District.

Term of Agreement/MOU: July 1, 2022 to June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement/MOU #22-50 with Tri-Counties Regional Center.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-50, Tri-Counties Regional Center \(4 Pages\)](#)

OSD AGREEMENT/MOU #22-50



Memorandum of Understanding
Tri-Counties Regional Center Foster Grandparent Program
2401 E. Gonzales Rd, Ste 100
Oxnard, CA 93036
805 884-7226
rnagel@tri-counties.org

This Memorandum of Understanding (this “**MOU**”) contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between **Tri-Counties Regional Center FOSTER GRANDPARENT PROGRAM**, sponsored by the California Department of Developmental Services and the following agency and/or entity (the “**Station**”):

Station Name: Oxnard School District

Station Site Address: 1051 South A Street **City:** Oxnard **State:** CA **Zip:** 93030

Station email: kaguilerafort@oxnardsd.org **Phone:** (805) 385-1501

Tri-Counties Regional Center and the *Station* may be referred to herein as the “**Parties**.”

This MOU is effective from July 1, 2022 through June 30, 2025 and must be negotiated prior to volunteer placement. This MOU may be amended in writing at any time with the concurrence of both parties and must be renegotiated at least every three (3) years.

Basic Provisions

Tri-Counties Regional Center Foster Grandparent Program’s Responsibilities

1. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
2. Unless otherwise specified herein, conduct and document a criminal history check for all AmeriCorps Seniors volunteers in the FOSTER GRANDPARENT PROGRAM in accordance with the requirements established for a National Service Criminal History Check by the AmeriCorps.
3. Refer AmeriCorps Seniors volunteers in FOSTER GRANDPARENT PROGRAM to the Station. Permit and encourage the Volunteer Station to screen AmeriCorps Seniors volunteers pursuant to established criteria of Volunteer Station.
4. Arrange for pre-service physical examinations for new AmeriCorps Seniors volunteers assigned to the Volunteer Station.
5. Conduct pre-service orientation and ongoing in-service instruction for volunteers.
6. Instruct AmeriCorps Seniors volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM procedures.
7. Provide an AmeriCorps Seniors volunteers in FOSTER GRANDPARENT PROGRAM orientation to the Station staff prior to placement of volunteers and at other times as needed.
8. Initiate publicity regarding AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM.

9. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
10. Staff an Advisory Council to AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM. Along with the advisory council, arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM.
11. Arrange for appropriate AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM recognition.
12. Coordinate with other volunteer and aging programs in the area to foster effective communication and avoid duplication.
13. Reimburse AmeriCorps Seniors volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM policies and availability of funds.
14. Arrange with the Station for meals and/or snacks, whenever possible, or provide for meal allowances for volunteers on assignment.
15. Provide name badge identification for volunteers if not provided by the station.

The Station's Responsibilities

1. In partnership with the project staff, the station staff will develop an assignment plan for each AmeriCorps Seniors volunteers in FGP and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served; the role and activities of the volunteer; the expected outcomes for each child; and addresses the period of time each child should receive such services. Volunteer station staff, AmeriCorps Seniors FGP project staff, and the volunteer will review the AmeriCorps Seniors volunteer's assignment as well as the impact of the assignment on the child's development.
2. Assign children with designated special or exceptional needs to each volunteer.
3. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
4. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children. (Supervisor name and contact information on next page.)
5. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.
6. Furnish volunteers with materials required for assignment. These materials may include station uniform and photo I.D.
7. Assure adequate health and safety provisions for volunteers.
8. Investigate and report any accidents and injuries involving AmeriCorps Seniors volunteers immediately to Tri-Counties Regional Center Foster Grandparent Program office. All reports shall be submitted in writing.
9. Specify, either by written information or verbally, that AmeriCorps Seniors volunteers are participants in the Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
10. **Reports:** The Station Representative shall:
 - Assignment Plan: See # 1 above.
 - Timesheets: Report volunteer hours on a monthly basis on or before 10th of the following month (Insurance coverage is only effective with verified records of hours served.) This is generally performed by the classroom teacher or other school representative by reviewing and signing individual volunteer timesheets.

- Progress Reports: Stations are requested to complete a short bi-annual survey provided by AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM documenting the impacts of services provided by volunteers.
- Volunteer Performance Evaluations: For each assigned volunteer, stations are required to complete an annual performance evaluation using the template provided by the sponsor.

Other Provisions

1. **Separation from Volunteer Service:** The Station may request the removal of an AmeriCorps Seniors volunteer at any time. An AmeriCorps Seniors volunteer may withdraw from service at the Station or from the AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM at any time. The AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities:** The Station will not request or assign AmeriCorps Seniors volunteers to conduct or engage in religious, sectarian, or political activities.
3. **Displacement of Employees:** Ensure that AmeriCorps Seniors volunteers serve in a volunteer capacity. AmeriCorps Seniors volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
4. **Compensation:** Neither the station nor AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM will request or receive compensation from the beneficiaries of AmeriCorps Seniors volunteers. AmeriCorps Seniors volunteers will not receive a fee for service from beneficiaries.
5. **Accessibility and Reasonable Accommodation:** The Station will maintain the programs and activities to which AmeriCorps Seniors volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. **Prohibition of Discrimination:** The Station will not discriminate against AmeriCorps Seniors volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
7. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three (3) years by the Parties.
8. **Signatures.** By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become an AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM Station.

For All Stations

Volunteer Supervisor [Station Staff]

Name: Dr. Victor Torres	Title: Asst. Superintendent, Human Resources
Phone: 805-385-1501 x2051	Email: vtorres@oxnardsd.org

Volunteer Station Primary Type: To qualify as an AmeriCorps Seniors FOSTER GRANDPARENT PROGRAM Station, an agency/office/department must self-certify that it is one of the following:

Public Non-Profit Private Non-Profit Proprietary Health Care Agency Governmental Agency/Public School

Authorized Signatures

Authorized Station Representative Lisa A. Franz, Director, Purchasing	Date
	5/17/2022
Project Director [or other sponsor designated representative]	Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-51 - Action Preparedness Training (Torres/Magana)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to Campus Assistants and volunteer coaches during the 2022-2023 fiscal year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

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

FISCAL IMPACT:

The cost is \$58 per person, total amount not to exceed \$7,000.00 – Safety Credits

RECOMMENDATION:

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #22-51 with Action Preparedness Training.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-51, Action Preparedness Training \(13 Pages\)](#)
- [Proposal \(1 Page\)](#)
- [Certificate of Insurance \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-51

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Action Preparedness Training (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2022** through **June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Thousand Dollars and Zero Cents (\$7,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Norma Magana
 Phone: (805) 385.1501 x2443
 Fax: (805) 240.5963

To Consultant: Action Preparedness Training
 951 Woodland Avenue
 Ojai, CA 93023-4156
 Attention: Glenda C. Mahon
 Phone: (805) 340.6333
 Fax: (805) 649.5789

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ACTION PREPAREDNESS TRAINING:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-51

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-51

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #22-51

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-51

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$7,000.00 (\$58.00 per OSD staff member)

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

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

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

IV. The total compensation for the Services shall not exceed \$7,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-51

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #22-51

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-51

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-51

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal 2022-2023

May 24, 2022

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

- A. Dates of Service: As needed during the 2022-2023 school year
- B. Cost (lump sum or hourly/not to exceed) \$7,000.00 at \$58 per OSD staff member

Glenda Mahon-EMT
Owner

[805] 340-6333



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-982-9491 Fax: 1-800-758-3635
Website: www.hpso.com

04/23/22

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (OG94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 4/23/2022

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

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0270279679	POLICY PERIOD From: 04/23/22 to 04/23/23 at 12:01 AM Standard Time
Named Insured and Address: Glenda C Mahon 951 Woodland Ave Ojai, CA 93023-4156			Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com	
Medical Specialty: Basic/Intermediate EMT		Code: 80723		Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

General Liability

General Liability	\$1,000,000 each claim / \$1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total \$ 326.00

Base Premium \$326.00

Premium reflects Self Employed , Full Time

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

Medical Speciality is amended to include Consulting Services (GSL-5587)

Chairman of the Board

Secretary

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

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121501-C1 (07-01)	Occurrence Policy Form - California
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04 (07-01)	California Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA89026 (05-17)	Media Expense Coverage
G-121504-C (07-01)	General Liability Form
GSL-5587 (11-05)	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Glenda C Mahon

Master Policy #: 188711433

Policy #: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-52 – Restorative Justice Services, LLC (DeGenna/Nocero)

Consultant will provide Restorative Justice Training to Administrative Staff and Teachers in the Oxnard School District during the 2022-23 school year.

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

FISCAL IMPACT:

Not to exceed \$12,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-52 with Restorative Justice Services, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-52, Restorative Justice Services, LLC \(13 Pages\)](#)

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

[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT
Agreement #22-52

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Restorative Justice Services, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2022 through June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Jodi Nocero
Phone: 805.385.1501, x2161
Fax: 805.487.9648

To Consultant: Restorative Justice Services, LLC
226 W. Ojai Ave., #101-332
Ojai, CA 93023
Attn: Lyra D. Monroe
Phone: 805.453.7219
Email: rjcenter@yahoo.com

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

RESTORATIVE JUSTICE SERVICES, LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-52

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

SERVICES

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

Provide Restorative Justice Training during the period of July 1, 2022 through June 30, 2023

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #22-52

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

COMPENSATION

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

Total compensation shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$12,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #22-52

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #22-52

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Restorative Justice Services

Lyra D. Monroe

805/453-7219

rjcenter@yahoo.com

Option 1: Focus – Community Building & Restorative Interventions

3-Day Training for Administrators, Counselors, Highly Involved Teachers, Change Agents

- Principles of Restorative Justice/Restorative Approaches
- Restorative Tools
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Community Building Micro & Macro Levels
- Facilitating Community Building Circles
- Facilitating Dialogues in Minor Disputes
- Facilitating Dialogues in Significant Disputes with Student, Parent, Staff
- Hands On/Experiential Learning and Preparation
- On-going coaching and support

**This training prepares the individual to implement restorative approaches into the school community, including facilitating community building circles, facilitating low conflict and high conflict events/disputes such as fights, aggression, etc...

Cost: 13 to 25 People \$12,000
Groups of 12 or less \$10,000

Option 2: Focus – Community Building

1-Day Training for Classified/Unclassified Staff, Teachers, Para Professionals, District Staff, Parents

- Key Elements of Restorative Approaches
- Community Building micro level and macro level
- Community Building Circles Tools and Practice -
- Building Community Components
- Hands On/Experiential Learning and Preparation
- On-going coaching and support

**This training prepares the individual to facilitate community building circles and to start the process of a culture shift. This training does NOT provide training in facilitating low nor high conflict issues.

Cost: Up to 30 People \$4,500

OSD BOARD AGENDA ITEM

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

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-53 – Renaissance Learning Inc. (Aguilera-Fort)

Renaissance Learning Inc. will provide appropriate instructional and assessment materials for the implementation of Universal Transitional Kindergarten (UTK).

Term of Agreement: July 1, 2022 through June 30, 2024

FISCAL IMPACT:

\$312,380.48 – UTK Planning & Implementation Funds

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #22-53 with Renaissance Learning Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-53, Renaissance Learning Inc. \(6 Pages\)](#)

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

OSD AGREEMENT #22-53

Oxnard School District - 274891

Reference ID: 590978

1051 S A St
 Oxnard, CA 93030-7442
 Contact: Karling Aguilera-Fort - (805) 385-1501
 Email: kaguilerafort@oxnardsd.org

Quote Summary - Renaissance Universal Transitional Kindergarten

School Count: 12

Renaissance Products & Services Total	\$311,206.56
Applied Discounts	\$(4,598.40)
Shipping and Processing	\$0.00
Sales Tax	\$5,772.32
Grand Total	USD \$312,380.48

This quote includes: Lalilo and Renaissance myIGDIs and myON UTK Publisher Partners for Years 23-24, 24-25.

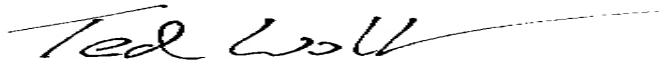
To receive applicable discounts, all orders included on this quote must be received at the same time. By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Oxnard School District - 274891
	By:
Name: Ted Wolf	Name: Lisa A. Franz
Title: VP - Corporate Controller	Title: Director, Purchasing
	Date:
	Invoice Date: 7/15/2022

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Amy Callahan at (805)312-9424, Thank You.

RENAISSANCE®

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2796376

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All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Oxnard School District - 274891	
Products & Services by Renaissance	Years: 22-23, 24-25
Applications	\$236,806.56
Professional Services	\$0.00
Additional Products & Services	\$74,400.00
	Years: 22-23, 24-25
Products & Services Total	\$311,206.56
Applied Discounts	\$(4,598.40)
Sales Tax	\$5,772.32
Grand Total	USD \$312,380.48

Solution - Year 1	Schools	Student Capacity/Qty
Lalilo Enterprise	12	480
myIGDIs Enterprise Real Time	12	504
myON Publisher - Elementary (<i>Universal Transitional Kindergarten</i>)	12	216

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Summary	
Lalilo Enterprise	Student Capacity / Quantity
Christa McAuliffe Elementary School - 274987	24
Dennis McKinna Elementary School - 274880	48
Driffill Elementary School - 274883	48
Elm Street Elementary School - 274972	24
Emilie Ritchen Elementary School - 274900	48
Harrington Elementary School - 274888	24
Lemonwood Elementary School - 705111	48
Marina West Elementary School - 372646	24
Norman R Brekke Elementary School - 375811	48
Ramona Elementary School - 1175939	48
Rose Avenue Elementary School - 274893	48
Sierra Linda Elementary School - 274901	48
	Lalilo Enterprise Total 480
myIGDIs Enterprise Real Time	Student Capacity / Quantity
Christa McAuliffe Elementary School - 274987	30
Dennis McKinna Elementary School - 274880	48
Driffill Elementary School - 274883	48
Elm Street Elementary School - 274972	30
Emilie Ritchen Elementary School - 274900	48
Harrington Elementary School - 274888	30
Lemonwood Elementary School - 705111	48
Marina West Elementary School - 372646	30
Norman R Brekke Elementary School - 375811	48
Ramona Elementary School - 1175939	48
Rose Avenue Elementary School - 274893	48
Sierra Linda Elementary School - 274901	48
	myIGDIs Enterprise Real Time Total 504
myON Publisher - Elementary	Student Capacity / Quantity
Christa McAuliffe Elementary School - 274987	18
Dennis McKinna Elementary School - 274880	18
Driffill Elementary School - 274883	18
Elm Street Elementary School - 274972	18

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Emilie Ritche Elementary School - 274900	18
Harrington Elementary School - 274888	18
Lemonwood Elementary School - 705111	18
Marina West Elementary School - 372646	18
Norman R Brekke Elementary School - 375811	18
Ramona Elementary School - 1175939	18
Rose Avenue Elementary School - 274893	18
Sierra Linda Elementary School - 274901	18

myON Publisher - Elementary Total 216

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Personnel Agreement

Approval of Agreement #22-57 – Pepperdine University (Mitchell/Lugotoff)

Based on established American Dietetic Association competencies, Oxnard School District will provide Pepperdine University interns with access to appropriate resources for education including: access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the intern can complete the required curriculum.

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-57 with Pepperdine University.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-57, Pepperdine University \(3 Pages\)](#)

OSD AGREEMENT #22-57

AFFILIATION AGREEMENT BETWEEN Pepperdine University and Oxnard School District

This Affiliation Agreement is entered into between the Individualized Supervised Practice Pathway (ISPP) located at Pepperdine University in the Natural Science Department at Seaver College and Oxnard School District (The Affiliated Facility) located in Oxnard, California.

PURPOSE

Pepperdine University has an ISPP program for educating students to meet the qualifications for practice in the profession of Dietetics and desires the assistance of the Affiliated Facility in providing a supervised experience to the students and is willing to assist by providing a supervised experience to the students enrolled in the program.

Therefore, it is mutually agreed by and between such parties that

RIGHTS AND OBLIGATIONS

1. The University and the Affiliated Facility shall cooperate to provide supervised experience to students of the University enrolled in the Dietetic ISPP program.
2. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a US Veteran pertaining to any experiences during the Dietetic ISPP program.
3. Students are not employees of Pepperdine University or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party, which includes not providing Worker's Compensation coverage.
4. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of Pepperdine University and the Affiliated Facility.
5. The objective of the Affiliated-Facility training shall be to create awareness in the students of the activities within the Affiliated Facility and to have the students gain experience in such activities.
6. The experience for students in the ISPP program shall occur during the fall, and/or spring semesters as follows:
 - a. Maximum of 1 student(s) shall be assigned to the Affiliated Facility at anyone time for experience any given semester.
 - b. The length of the time the student(s) will be assigned to the Affiliated Facility shall be mutually agreed to by the University and the Affiliated Facility prior to the student's arrival at the Affiliated Facility.
7. During the supervised experience, the student shall be under the Direction of a University staff member/s. The University staff member/s shall:
 - a. Coordinate the program with the Affiliated Facility
 - b. Complete program planning one (1) month prior to beginning of rotation, including schedule and name(s) of participating student(s).
 - c. Visit the Affiliated Facility as needed to observe students and discuss students' performance with staff members.

- d. Evaluation of student progress:
 1. Determine grades reflecting the student's level of performance based upon:
 - i. Evaluations and input from the Affiliated-Facility staff.
 - ii. University methods of evaluation/observation.
8. The students shall undergo a health examination and/or supply any health documents which the Affiliated Facility may require.
9. Any materials loaned to the student by the Affiliated Facility must be returned in satisfactory condition to the Affiliated Facility or replacement costs will be charged to the student.
10. Responsibilities of students in the program are to:
 - a. Recognize the uniqueness of the Affiliated-Facility experience and be prepared to meet time demands of the experience, exclusive of special projects and planning sessions.
 - b. Observe and adhere to policies and procedures of the Affiliated Facility as though employed there.
 - c. Assume responsibility for one's own progress, i.e., extra student or time spent if lacking skills or knowledge in certain areas. The Didactic component is the instructional time; whereas, the time in Affiliated Facility is for practicing a composite set of skills.
 - d. Use mistakes and constructive criticism to learn.
 - e. Arrange consultations and/or evaluations with Affiliated Facility and/or University staff at mutually agreed upon times.
 - f. Realize and accept that each student has divergent capabilities in combining the related skills and knowledge that are being acquired; therefore, each student shall progress at their own rate.
 - g. Do not remove any materials from the Affiliated Facility without prior approval of the facility.
 - h. Report any absenteeism to the Affiliated Facility and university staff prior to scheduled time for arrival.
 - i. Maintain the confidentiality of all Affiliated-Facility clients.
 - j. The intern shall carry personal professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate.
 - k. The intern shall carry personal medical coverage for the length of the program and is responsible for all medical costs while in the program.
 - l. Will complete a background check and fingerprinting prior to beginning the program kept on record with the program Director.
 - m. Will comply with all standards and requirements as related to COVID-19.
11. Responsibilities of Affiliated-Facility staff members in the program are to:
 - a. Be a role model for students. While working with the staff member, the student

1. Receives orientation to that staff member's particular area of responsibility.
 2. Observes staff member in performance of his/her duties.
 3. Has supervised experiences in areas as defined by the rotation objectives.
 4. Performs selected duties with minimum levels of supervision after achieving specified level(s) of knowledge, skill, and judgment, as agreed upon by Affiliated-Facility & University staff.
 5. Does not replace staff to fulfill any staff work responsibilities, unless related to activities to meet Dietetic ISPP responsibilities
- b. Assist in the evaluation process of the student. Appropriate evaluation tools may be but are not limited to:
1. evaluation forms.
 2. documentation of effective improvable incidents.
 3. weekly or biweekly formal consultations.
- c. Assist the university staff members in presenting formal evaluations made by the Affiliated Facility, to the student.

EFFECTIVE DATE

1. This Agreement shall be effective for the time period of September 1, 2022-June 30, 2023.
2. This Affiliation Agreement may be revised or modified by mutual consent of the contracting parties.
3. This Affiliation Agreement will be terminated 90 days after a written notice to the individual, as identified below, by registered mail from either party. Any student currently placed with an affiliated facility shall be permitted to complete the placement unless the student is personally responsible for the reason termination is requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month, and year first above.

FACILITY NAME

Pepperdine Individualized Supervised Practice Pathway (ISPP) Program

By:

By: Sunnie DeLano, MS, RDN

Signature

Name: Lisa A. Franz

Name: Sunnie DeLano, DHPE, MS, RDN

Title: Director, Purchasing

Title: Director, NSCP-ISPP Program
Pepperdine University

Date: _____

Date: 06/01/2022

Mailing address:

Mailing address:

Oxnard School District
Child Nutrition Services
1051 South A Street
Oxnard, CA 93030

Pepperdine University
Natural Science Department/NSCP-ISPP
24255 Pacific Coast Highway
Malibu, CA 90263

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #22-58 – Dial Security (Mitchell/Miller)

Dial Security will provide Alarm Monitoring and Maintenance Services per the terms and conditions of Bid #16-02 awarded by the Board of Trustees at the Board Meeting of October 5, 2016, and Contract Renewal Letter dated June 10, 2022.

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

FISCAL IMPACT:

\$154,796.57 – General Fund

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, and the Director of Facilities, that the Board of Trustees approve Agreement #22-58 with Dial Security in the amount of \$154,796.57.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-58, Dial Security \(2 Pages\)](#)
[Renewal Notice \(1 Page\)](#)

AGREEMENT

#22-58

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

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

I

TERM

The term of this Agreement shall be from **July 1, 2022** through **June 30, 2023**. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

II

WORK

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

III

NON-FUNDING

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

IV

TERMINATION

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

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the attached Quotation Sheet(s), incorporated herein by reference, and the attached Renewal Notice dated 06/10/2022.

VI

METHOD OF PAYMENT

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

VII

CONTRACT DOCUMENTS

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

VIII

ENTIRE AGREEMENT

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

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

DIAL SECURITY:

OXNARD SCHOOL DISTRICT:

Signature _____

Signature _____

Name: _____
(print or type)

Name: Lisa A. Franz

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

Approved by Board of Trustees on _____

Item No. _____

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

-
-
-
-



June 10, 2022

Oxnard School District
1051 South A Street
Oxnard, CA 93030

To: Lisa Franz

Re: OSD Contract Renewal

Dear MS. Franz,

This letter is to give notice that Dial Security wishes to exercise continuing services of the Alarm Monitoring Services, Maintenance Contract and Fire Monitoring Services from June 30, 2022 through June 30, 2023

The current rate is \$143,197.56. Based upon current inflation rates, the increase will be 8.1%, which will equate to \$154,796.57. This will cover all services currently in place and added through 6/10/2022. Additional services added after this date will be charged in addition to the annual amount.

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

Thank you for the opportunity to continue to work with the District.

Sincerely,

Melissa S. Dundas
Electronic Security Manager

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #3 to Agreement #20-25, City Impact Inc. (DeGenna/Jefferson)

At the Board Meeting of June 24, 2020, the Board of Trustees approved Agreement #20-25 with City Impact Inc., in the amount of \$814,000.00, to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school year.

At the Board Meeting of May 5, 2021, the Board of Trustees approved Amendment #1, in the amount of \$250,000, to increase the number of students who received services during the 2020-2021 academic school year, for a revised total agreement amount of \$1,064,000.00.

At the Board Meeting of October 20, 2021, the Board of Trustees approved Amendment #2, to update the rate sheet previously approved, with no change to the total agreement amount.

Amendment #3, in the amount of \$90,000.00, is required to cover the cost of additional services that are being rendered through June 2022, for a new total agreement amount of \$1,154,000.00.

FISCAL IMPACT:

\$90,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #20-25 with City Impact Inc.

ADDITIONAL MATERIALS:

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

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

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

[Agreement #20-25, City Impact Inc. \(14 Pages\)](#)

**Amendment #3 to Agreement #20-25 with
City Impact, Inc.
June 22, 2022**

At the Board Meeting of June 24, 2020, the Board of Trustees approved Agreement #20-25 with City Impact Inc., in the amount of \$814,000.00, to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school year.

At the Board Meeting of May 5, 2021, the Board of Trustees approved Amendment #1, in the amount of \$250,000, to increase the number of students who received services during the 2020-2021 academic school year, for a revised total agreement amount of \$1,064,000.00.

At the Board Meeting of October 20, 2021, the Board of Trustees approved Amendment #2, to update the rate sheet previously approved, with no change to the total agreement amount.

Amendment #3, in the amount of \$90,000.00, is required to cover the cost of additional services that are being rendered through June 2022, for a new total agreement amount of \$1,154,000.00.

CITY IMPACT, INC:

By: _____
Betty Alvarez- Ham

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #2 to Agreement #20-25 with
City Impact, Inc.
October 20, 2021**

At the Board Meeting of June 24, 2020, the Board of Trustees approved Agreement #20-25 with City Impact Inc., in the amount of \$814,000.00, to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school year.

At the Board Meeting of May 5, 2021, the Board of Trustees approved Amendment #1, in the amount of \$250,000, to increase the number of students who received services during the 2020-2021 academic school year, for a revised total agreement amount of \$1,064,000.00.

Amendment #2 is required to update the rate sheet previously approved, with no change to the total agreement amount.

CITY IMPACT, INC:

By: 
Betty Alvarez- Ham

Date: 10/11/21

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

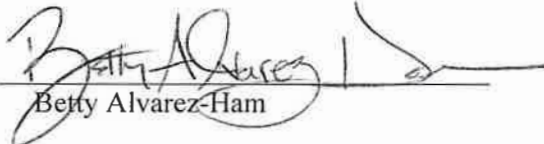
Date: 10-22-2021

**Amendment #1 to Agreement #20-25
City Impact, Inc.
May 5, 2021**

At the Board Meeting of June 24, 2020, the Board of Trustees approved Agreement #20-25 with City Impact, in the amount of \$814,000.00, to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school year.

Amendment #1, in the amount of \$250,000.00, is needed to increase the number of students receiving services through the remainder of the 2020-2021 academic school year, for a revised total agreement amount of \$1,064,000.00.

CITY IMPACT, INC:

By:  Date: 4/29/2021
Betty Alvarez-Ham

OXNARD SCHOOL DISTRICT:

By:  Date: 5-7-2021
Lisa A. Franz, Director, Purchasing

OXNARD SCHOOL DISTRICT

Agreement #20-25

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and City Impact Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2020** through **June 30, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Eight Hundred Fourteen Thousand Dollars (\$814,000.00), per attached Rate Sheet, unless additional compensation is approved in writing by the District.

COPIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BAH (Initials)

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

BAH (Initials)

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

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

BAH (Initials)

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

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

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

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


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

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

21. **Indemnification.**

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

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

 (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Dr. Anabolena DeGenna
 Phone: (805) 385.1501 x2175
 Fax: (805) 487.9648

To Consultant: City Impact Inc.
 555 South A Street, Suite 185
 Oxnard, CA 93030
 Attn: Betty Alvarez Ham
 Phone: (805) 983.3636
 Fax: (805) 983.3636

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

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

6-25-2020

Date

Tax Identification Number: 95-6002318

CITY IMPACT INC.:

Beth A. Han

Signature

BETH A. HAN, PRESIDENT

Typed Name/Title

6/19/2020

Date

Tax Identification Number: 77-0388915

- Not Project Related
- Project #18-175

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2020-2021 & 2021-2022 school years, per attached Rate Sheet.

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #18-175

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$814,000.00 per attached Rate Sheet

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

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

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

IV. The total compensation for the Services shall not exceed \$814,000.00, per attached Rate Sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-175

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-175

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

CONFLICT OF INTEREST CHECK

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

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

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

Date: 6-25-2020
By: *L. Franz*
Lisa A. Franz
Director, Purchasing



OXNARD SCHOOL DISTRICT
SPECIAL EDUCATION COUNSELING

CITY IMPACT RATES (Effective July 1, 2020)

SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)
5. Provide Social and Emotional Testing and Assessment Report
6. Tele-Health Counseling Services

Counseling Services	Session Rates
Individual English Session	\$ 64.93
Individual Spanish Session	\$ 64.93
Group Session	\$ 86.59
Refusal Session	\$ 64.93
Start-up Session (New Student 1.5 hr.)	\$ 97.39
Case Manager/Psychologist Meeting (per 15 mins.)	\$ 16.23
IEP Meeting (per hour)	\$ 64.93
Quarterly Progress Reports/Final Progress Reports	\$ 32.47
Crisis Counseling/Referrals (per hour)	\$ 64.93
Social and Emotional Testing and Assessment Report	\$ 90.00
Tele-Health Counseling (Initial Call for Parent Consent, Set-up appointment, mailing out consent form, documentation)	\$ 64.93
Tele-Health Counseling Session	\$ 64.93
Parent Call for Consent (Voicemail messages, return calls)	\$ 10.61 per call

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-209 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

Ventura County Office of Education/SELPA provided Home/Hospital Instructional Teaching Services to the Special Education Services Department during the 2021-2022 school year.

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

FISCAL IMPACT:

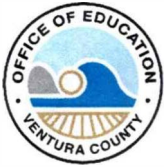
\$15,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-209 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-209, Ventura County Office of Education/SELPA \(2 Pages\)](#)



VENTURA COUNTY OFFICE OF EDUCATION
 AGREEMENT FOR SPECIAL EDUCATION TEACHING SERVICES
 2021-2022

This agreement is entered into this by and between the **Ventura County Office of Education**, hereinafter referred to as COUNTY, and **Oxnard School District**, hereinafter referred to as DISTRICT.

WITNESSETH

1. COUNTY, for and in consideration of the payments to be made to COUNTY by DISTRICT, as hereinafter set forth, does hereby agree to provide Nursing services to the DISTRICT as requested by the DISTRICT, to the extent possible based on COUNTY staffing availability.
2. DISTRICT agrees to reimburse COUNTY at a daily rate based on the salary, benefits and related cost of staff (Home/Hospital Instructional Teaching AS NEEDED) assigned to provide DISTRICT services as detailed below.
3. DISTRICT will reimburse COUNTY within 30 days of receipt of an invoice for said services. COUNTY may invoice semi-annually, a mid-year estimate and end of year actual; or, may elect to invoice at the end of the year after all actual costs are calculated.
4. DISTRICT and COUNTY each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.
5. DISTRICT agrees to defend, indemnify and hold harmless County, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with District negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the negligence or wrongful acts or omissions of VCOE or any of its employees or agents.
6. COUNTY agrees to defend, indemnify and hold harmless DISTRICT, its governing board, administrators, employees, agents, and volunteers from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with COUNTY negligence or wrongful acts or omissions, except where such liability, damages, costs, losses, claims and expenses are caused by the

negligence or wrongful acts or omissions of DISTRICT or any of its employees or agents.

7. COUNTY agrees to comply with and observe all the provisions of Federal Law, California Administrative Code Title 5, California Education Code, relating to the services provided to students of DISTRICT.
8. DISTRICT agrees to notify COUNTY on or before March 1, of each fiscal year, of their intent to continue this agreement with COUNTY for the subsequent year.
9. This agreement shall be in effect for the 2021-2022 fiscal year and shall continue in force until cancelled by either party giving the appropriate notice as specified in item 8 above.

NURSING SERVICES

COUNTY will provide Home/Hospital Instructional Teaching to DISTRICT based on the following rates:

\$114.16 per hour

\$799.10 per day

\$145,436.92 per FTE

DISTRICT has agreed to Home/Hospital Instructional Teaching on an AS NEEDED basis for the 2021-2022 fiscal year.

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

Oxnard School District

By: _____
Chief Business Official or Designee
Lisa A. Franz, Director, Purchasing

Date _____

Ventura County Office of Education

By: Lisa Cline
Lisa Cline, Executive Director, Internal Business Services

Date 9-1-21

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-210 – MIND Research Institute (DeGenna/Jefferson)

MIND Research Institute is providing onsite/in-person professional learning for the Special Education Department for ST Math Intervention.

Term of Agreement: May 1, 2022 through July 31, 2022

FISCAL IMPACT:

Not to exceed \$1,500.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-210 with MIND Research Institute.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-210, MIND Research Institute \(13 Pages\)](#)
[Quote \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-210

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Mind Research Institute (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **May 1, 2022 through July 31, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Thousand Five Hundred Dollars (\$1,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

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

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

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

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

_____ (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: (805) 385.1501 x2175
Fax: (805) 487.9648

To Consultant: MIND Research Institute
5281 California Avenue, Suite 300
Irvine, CA 92617
Attention: Kari Applegate
Phone: (949) 345.8700
Email: kapplegate@mindresearch.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

MIND RESEARCH INSTITUTE:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Brett Woudenberg – Chief Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 33-0798804

- Not Project Related
- Project #21-210

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-210

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED QUOTE #00010071

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED QUOTE #00010071

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

None.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

None.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #21-210

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-210

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total Compensation Not to Exceed \$1,500.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

E. Line items for all materials properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$1,500.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #21-210

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-210

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #21-210

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and ~~Abuse/Molestation Coverages.~~

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #21-210

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-210

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **MIND RESEARCH INSTITUTE**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



5281 California Avenue, Suite 300
 Irvine CA 92617
 949-345-8700
 866-569-7014
 www.mindresearch.org

Created Date 5/18/2022
 Quote Number 00010071
 Expiration Date 6/30/2022
 Partnership Manager Emily Young
 Partnership Manager Email eyoung@mindresearch.org
 Renewal Rep Mary Jane Smith
 Renewal Rep Email mjsmith@mindresearch.org

Bill To Name OXNARD SCHOOL DISTRICT
 Bill To 1051 S A ST
 OXNARD, CA 93030-7442
 United States

Ship To Name OXNARD SCHOOL DISTRICT
 Ship To 1051 S A ST
 OXNARD, CA 93030-7442
 United States

Product	Quantity	Detail Description	Total Price
Upgrade to Onsite Professional Learning	2.00	Upgrade to Onsite Professional Learning for Immersion Schools - Sessions upgraded to be delivered onsite/in-person by professional learning specialist	USD 1,500.00
		Subtotal	USD 1,500.00
		Grand Total	USD 1,500.00

Prepared By Emily Young
 Email eyoung@mindresearch.org

Please submit purchase orders:
 By email: purchaseorders@mindresearch.org
 By Fax: 1-866-569-7014
 You can view our technical requirements [here](#).
 Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #21-212 – Art Trek Inc. (DeGenna/Anguiano)

Art Trek Inc. provided on-site/in person Art Trek Site Instructors for four weeks of art lessons in grades K-8th at Chavez School.

Term of Agreement: May 16, 2022 through June 6, 2022

FISCAL IMPACT:

Not to Exceed \$13,585.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-212 with Art Trek Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-212, Art Trek Inc. \(1 Page\)](#)
[Certificate of Insurance \(4 Pages\)](#)



ART TREK, INC.

A 501 (C) (3) non-profit organization

SPRING 2022 AGREEMENT FOR SITE INSTRUCTIONAL SERVICES

This Agreement for Instructional Services between Chavez Elementary School with its address at 301 N. Marquita St., Oxnard, CA, 93030 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Chavez Elementary finds that Art Trek is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

TERM of SERVICES for four weeks of art lessons

ART TREK shall provide the following services to your school:

- Art Trek Site Instructors for four weeks of art lessons K-8th grades
These classes will be on site/in for 38 classes for a total of 35.75 hours per week
- Materials included

PAYMENT: Art Trek will be paid as follows:

Art Trek shall be paid for the number of hours on campus per week. Total number of hours per week equals 35.75.

- **Program Fee:** To be paid for the number of hours @ \$ 95.00 per hour

35.75 hours per week x \$95 per hour = \$3396.25 per week

TOTAL: \$3396.25 per week x 4 weeks = \$13,585

INVOICING

An invoice will be mailed monthly for payment. Payment is due upon receipt.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!



Nan Young, Executive Director

May 11, 2022
Date

Lisa A. Franz, Director, Purchasing

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services, LLC P.O. Box 1312 Oxnard CA 93032		CONTACT NAME: Alison Peel-Shirk PHONE (A/C No, Ext): (805) 486-4701 FAX (A/C, No): (805) 486-2087 E-MAIL ADDRESS: alison.peel-shirk@tolmanandwiker.com	
INSURED Art Trek Inc. 703 Rancho Conejo Blvd. Newbury Park CA 91320		INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21/22 GL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2257791	06/04/2021	06/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Rented to you limit \$ 100,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Sexual/Physical Abuse			PHPK2257791	06/04/2021	06/04/2022	\$1,000,000 Per \$3,000,000 Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GL: Certificate Holder is Additional Insured - When Required by Contract per Form #PI-GLD-HS (10/11) Page 9, Section L. k.

CERTIFICATE HOLDER Emilie Ritche Elementary School 2200 Cabrillo Way Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>APShirk</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (I) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (II) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- J. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- K. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #20-61 – Maxim Healthcare Services Inc. (DeGenna/Jefferson)

At the Board Meeting of August 19, 2020, the Board of Trustees approved Agreement #20-61 with Maxim Healthcare Services Inc., in the amount of \$188,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department.

Amendment #1, in the amount of \$150,000.00, is required to cover ongoing services through the end of the agreement term, for a new total agreement amount of \$338,000.00.

FISCAL IMPACT:

Not to exceed \$150,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-61 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)

[Agreement #20-61, Maxim Healthcare Services Inc. \(11 Pages\)](#)

**Amendment #1 to Agreement #20-61 with
Maxim Healthcare Services Inc.
June 22, 2022**

At the Board Meeting of August 19, 2020, the Board of Trustees approved Agreement #20-61 with Maxim Healthcare Services Inc., in the amount of \$188,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department.

Amendment #1, in the amount of \$150,000.00, is required to cover ongoing services through the end of the agreement term, for a new total agreement amount of \$338,000.00.

Maxim Healthcare Services, Inc.:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 16th day of July, 2020, by and between **Oxnard School District** located at 1051 South A. St. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and MAXIM ENTITY, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr. #660 Oxnard, CA 93036 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

- Section 1.1 Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.
- Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

- Section 2.1 Services.**
- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.
 - B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 35 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2)

hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 3.7 Per Diem or Short Term Staff Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 Per Diem or Short Term Staff Right to Dismiss. EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Assignment Confirmation. MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 Assignment Cancellation for Convenience. EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

Section 3.11 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.12 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.13 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s) EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.14 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
 Bi-weekly
 Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Oxnard School District
1051 South A St.
Oxnard , CA 93003
ATTN: Accounts Payable

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.** MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Oxnard School District
1051 South A St.
Oxnard, CA 93003
ATTN: Danielle Edwards

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
500 Esplanade Dr.#660
Oxnard, CA 93036
ATTN: **Matt Amerault**

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by

law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL

INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:



Signature

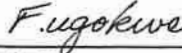
Lisa A. Franz, Director, Purchasing

Printed Name & Title

8-21-2020

Date

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:



Signature

Florence Ugokwe Assistant Controller

Printed Name & Title

5/17/2022

Date

ATTACHMENT A

Oxnard School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective July 16th 2020:

Service	Rate
Para Educator	\$32.00
LVN	\$45.00
Registered Nurse	\$65.00
School Credentialed RN	\$70.00- \$80.00
OT	\$75.00- \$85.00
OTA	\$65.00
SLP	\$85.00- \$95.00
SLPA	\$65.00
Psychologist	\$85.00- \$95.00
Special Education Teacher	\$70.00
BCBA	\$100.00
Midlevel	\$75.00
BT/ RBT	\$50.00

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$.545 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Printed Name & Title

8-21-2020
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

F.ugokwe
Signature

Florence Ugokwe Assistant Controller

5/17/2022
Printed Name & Title

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-211 - Cumming Management Group Inc. (Mitchell/Miller)

The Oxnard School District received an energy grant in 2016 and is required to submit the Prop 39 Final Report to the California Energy Commission (CEC). Cumming will provide services in the amount of \$4,375.00, to complete the necessary work needed to submit the final report. Failure to submit the report will result in the CEC requiring the district to return the \$4,192,198.05 energy grant.

FISCAL IMPACT:

\$4,375.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #21-211 with Cumming Management Group Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-211, Cumming Management Group Inc. \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-211

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Cumming Management Group Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **May 25, 2022 through June 17, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Four Thousand Three Hundred Seventy-Five Dollars (\$4,375.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Valerie Mitchell
Phone: (805) 385.1501 x2401
Fax: (805) 487.2118

To Consultant: Cumming Management Group Inc.
523 W. 6th Street, Suite 1001
Los Angeles, CA 90014
Attention: Christine Marez
Phone: (213) 408.4518
Fax:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** VALERIE MITCHELL shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

CUMMING MANAGEMENT GROUP INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #21-211

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-211

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED PROPOSAL DATED 5/22/2022

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED PROPOSAL DATED 5/22/2022

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #21-211

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-211

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total Compensation Not to Exceed \$4,375.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$4,375.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-211

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #21-211

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and ~~Abuse/Molestation Coverages.~~

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and ~~Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #21-211

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-211

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CUMMING MANAGEMENT GROUP INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

May 22, 2022

Marcos Lopez
Senior Manager, Maintenance & Operations
Oxnard School District
1051 South A Street
Oxnard, CA 93030

RE: Prop 39 Services Amendment for Final Reporting

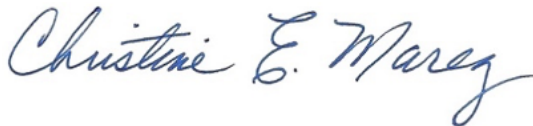
Dear Mr. Lopez,

Cumming is submitting a proposal for Proposition 39 services. This amendment to develop and submit the District's Benchmarking and Final Reports as required by the CA Energy Commission Prop 39 funding compliance requirements.

As we discussed this is a significant effort and therefore, we are not able to cover this as part of our previous contract which expired in 2018.

After reviewing our enclosed fee, please do not hesitate to contact me.

Respectfully,



Christine Marez, CIG, LEED AP, ENV SP
Vice President
(626) 688-4634
cmarez@cumming-group.com



SCOPE OF WORK

Cumming will provide Oxnard School District services to complete the Prop 39 Final Reports as required by the California Energy Commission (CEC)

As part of the final reporting process, Cumming will complete the following items:

1. Data Collection: Cumming will work with the District to collect all relevant data as needed to submit the final report. This data includes:
 - 12 months of utility bills for the below sites (electricity and gas)
 - Additionally, as part of Prop 39 reporting, Cumming will either coordinate with client or go onsite to collect photos:
 - 3 photos of retrofitted interior lights (from any single site)
 - 3 photos of exterior lights (from any single site)
 - 3 photos of new HVAC units (from any site)
2. Utility Benchmarking:
 - a. Review all utility bills, work with client to obtain any outstanding items
 - b. Complete data management, transfer information from bills to benchmarking templates
 - c. Complete utility benchmarking
 - d. Complete comparisons with previous benchmarks, discuss any relevant items with client as needed
3. Narrative development
 - a. Develop narrative following Prop 39 reporting requirements identifying any energy savings and overall findings
 - b. QA/QC of narrative
4. Upload all photos, benchmarking, and narrative to portal. Note that the District has a separate portal login for each site, so all items will need to be submitted individually by site.
 - Submit all Final Report to the CEC Portal

SCHEDULE

Cumming will perform all services by May 31st to meet the 10-Day requirement from the CEC notification email or obtain an extension of this deadline from the CEC and provide continuous communication with Monica Rudman, CEC project manager and District staff.

PROPOSED FEE BREAKDOWN

Cumming will perform all services outlines in the Scope herein based on fully burdened rates below and a time and material basis not to exceed **\$4,375**

Staffing and Rates		
Name	Position	Rate
Christine Marez	Vice President (Advisory)	No Cost
Brian Mauleon	Project Energy Engineer	\$175

Tasks	Required Hours	Blended Rate	Total Fee
TASK 2			
Data Collection including utility bills and photos	4	\$175	\$700
TASK 3			
Benchmarking for 12 months of utility bills	6	\$175	\$1,050
Complete comparisons with previous benchmarks and reconciling usage discrepancies	5	\$175	\$875
TASK 4			
Develop narrative following Prop 39 reporting requirements identifying any energy savings and overall findings	6	\$175	\$1,050
TASK 5			
Submit Final Reports: Upload all photos, benchmarking, and narrative to CEC portal	4	\$175	\$700
Totals	25		\$4,375



PROPOSAL ACCEPTANCE

PROCUREMENT SUPPORT SERVICES ACCEPTANCE
Please sign for acceptance of the proposed scope of work as listed. Cumming requires a Purchase Order P.O. for the amount approved.

Oxnard School District: _____ (*initial*)
Fee. \$4,375

APPROVED BY:

Accepted by (Signature/Title): _____

Accepted by (Print): Valerie Mitchell, Interim Asst. Supt., Business & Fiscal Services

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #21-214 – Art Trek Inc. (DeGenna/Smith)

Art Trek Inc. provided on-site/in person Art Trek Site Instructors for four weeks of art lessons in grades TK-5th at Brekke School.

Term of Agreement: May 16, 2022 through June 6, 2022

FISCAL IMPACT:

Not to Exceed \$8,360.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Principal, Brekke School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-214 with Art Trek Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-214, Art Trek Inc. \(1 Page\)](#)
[Certificate of Insurance \(4 Pages\)](#)



ART TREK, INC.

A 501 (C) (3) non-profit organization

SPRING 2022 AGREEMENT FOR SITE INSTRUCTIONAL SERVICES

This Agreement for Instructional Services between Brekke Elementary School with its address at West Park Village, 1400 Martin Luther King Jr. Drive, Oxnard, CA, 93030 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Brekke Elementary finds that Art Trek is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

TERM of SERVICES for four weeks of art lessons

ART TREK shall provide the following services to your school for 4 weeks:

- Art Trek Site Instructors for four weeks of art lessons TK-5th grades
These classes will be on site/in person for weeks of May 16, 23, 30 and June 6.
- Materials included

PAYMENT: Art Trek will be paid as follows:

Art Trek shall be paid for the number of hours on campus per week. Total number of hours per week equals 22.

• **Program Fee:** To be paid for the number of hours @ \$ 95.00 per hour

22 hours per week x \$95 per hour = \$2090 per week

TOTAL: \$2090 per week x 4 weeks = \$8,360

INVOICING

An invoice will be mailed monthly for payment. Payment is due upon receipt.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!



Nan Young- Executive Director

May 9, 2022

Date

Lisa A. Franz, Director, Purchasing

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services, LLC P.O. Box 1312 Oxnard CA 93032		CONTACT NAME: Alison Peel-Shirk PHONE (A/C No, Ext): (805) 486-4701 E-MAIL ADDRESS: alison.peel-shirk@tolmanandwiker.com		FAX (A/C, No): (805) 486-2087	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : Philadelphia Indemnity Ins Co		18058	
INSURED Art Trek Inc. 703 Rancho Conejo Blvd. Newbury Park CA 91320		INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 21/22 GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2257791	06/04/2021	06/04/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Rented to you limit	\$ 100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Sexual/Physical Abuse			PHPK2257791	06/04/2021	06/04/2022		\$1,000,000 Per \$3,000,000 Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL: Certificate Holder is Additional Insured - When Required by Contract per Form #PI-GLD-HS (10/11) Page 9, Section L. k.

CERTIFICATE HOLDER**CANCELLATION**
 Emilie Ritche Elementary School
 2200 Cabrillo Way

Oxnard

CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

APShirk

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (I) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (II) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- J. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement/MOU #21-213 – Hip Hop Mindset (DeGenna/Smith)

Hip Hop Mindset provided hip hop dance lessons to students at Brekke School. The sessions provided an opportunity for students to be creative and have an artistic outlet.

Term of the Agreement/MOU: May 23, 2022 through June 13, 2022

FISCAL IMPACT:

\$6,720.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Principal, Brekke School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-213 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-213, Hip Hop Mindset \(1 Page\)](#)



OSD AGREEMENT #21-213

HIP HOP MINDSET DANCE PROGRAM
SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 16th day of May 2022 by and between Hip Hop Mindset (Provider) and Brekke Elementary (School Site).

Provider: Hip Hop Mindset Phone Number: (805) 758-5701

Street Address: PO Box 7202, Oxnard CA 93031

Email Address: info@hiphopmindset.com Tax Identification or SS: 82-326470

SERVICES:

Description Of Services:

Hip Hop Mindset will provide instructor(S) between 8:00AM - 11:30AM to do hip hop lessons with students at Brekke Elementary School on select dates listed on this agreement. Each class will consist of a stretch and warm up exercise followed by learning a dance routine, small performances and dance games.

DATES: Weeks Of May 23rd, May 30th, June 6th, June 13th 2022

FEES: \$6,720.00 (84 Sessions)

PAYMENT: School Site will pay provider after receipt of an invoice, net 30 days.

CONDITIONS: Provider will have no obligation to provide services until School Site returns a signed copy of this agreement.

TERMINATION OR AMENDMENT: This agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this agreement and may be terminated by either party if for any reason by giving the other party 30 days advance written notice.

By Signing Below Parties Agree To Terms Of This Agreement.

[Signature] 5 / 16 / 2022
Provider (Hip Hop Mindset) Date

Lisa A. Franz
Director, Purchasing Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Ratification of Addendum #1 to Agreement #21-165, 805 Evaluation and Analytics (DeGenna/Fox)

At the Board meeting of December 15, 2021, the Board of Trustees approved Agreement #21-165 with 805 Evaluations and Analytics, in the amount of \$3,800.00, for Heidi Christensen to provide Grant Evaluator services for The Islands Around Us B-WET Grant.

Amendment #1 clarifies that Heidi Christensen is working as an independent contractor and not as an employee of OSD, consistent with CalPERS requirements for working following retirement. The existing agreement amount will remain the same.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Addendum #1 to Agreement #21-165 with 805 Evaluation and Analytics.

ADDITIONAL MATERIALS:

Attached: [Addendum #1 \(3 Pages\)](#)

[Agreement #21-165, 805 Evaluation and Analytics \(4 Pages\)](#)



805 EVALUATION AND ANALYTICS

Heidi Christensen, PhD
252 Beech Road
Newbury Park, CA 91320
heidi@805eval.com

Contract Addendum

This Addendum is incorporated into the appended contract between **805 Evaluation and Analytics** and **Oxnard School District**.

During the term of the attached contract, the parties further agree to the following terms and conditions which memorialize the parties' respective intent that at all times in performing the assigned services **Dr. Heidi Christensen, Principal of 805 Evaluation and Analytics**, (hereinafter collectively as "**Dr. Christensen**" or "**805 Evaluation and Analytics**") is an independent contractor and not a common law employee of **Oxnard School District** (hereinafter referred to as **OSD**):

I. Independent Contractor Status.

805 Evaluation and Analytics, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither **805 Evaluation and Analytics** nor its contract personnel are, or shall be deemed, **OSD's** employees.

805 Evaluation and Analytics represents and warrants that **805 Evaluation and Analytics** is an independently established business entity formed as a sole proprietorship that customarily provides services of the same nature as the services provided for **OSD** under this Agreement.

805 Evaluation and Analytics shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. **805 Evaluation and Analytics** shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in **Services** above, without restriction by **OSD**. **OSD** is interested only in the results to be achieved from **805 Evaluation and Analytics** performance of the services.

805 Evaluation and Analytics shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services.

Notwithstanding this Agreement, **805 Evaluation and Analytics** shall have the right to provide the same or similar services to entities other than **OSD** without restriction. **805 Evaluation and Analytics** represents and warrants that **805 Evaluation and Analytics** advertises these services to and contracts with entities other than **OSD**.

OSD has no right to control the manner or means of how the work is accomplished, only as to the result described in the contract. As such, **OSD** recognizes that it has hired **Dr. Christensen** based on the skills, education, and experience necessary to complete the contract goals.

OSD shall not supervise nor train **Dr. Christensen** in any form or manner.

OSD acknowledges that **Dr. Christensen** is not performing duties of an existing **OSD** staff position.

OSD shall not provide a **OSD** telephone, address, email, or office to **Dr. Christensen**, although it is acknowledged that there may be instances when **Dr. Christensen** will need access to **OSD** systems and offices in order to satisfy the contract goals. For example, including but not limited to the following situation: establishment of a **OSD** email address in order to allow temporary access to **OSD** data repository systems.

OSD shall not identify **Dr. Christensen** or **805 Evaluation and Analytics** other than as an “independent contractor” or “consultant.” **OSD** shall not refer to **Dr. Christensen** or **805 Evaluation and Analytics** in any report, publication, **OSD** agenda, **OSD** minutes, news media, etc., other than **Dr. Christensen**, consultant, independent contractor, or contractor, and/or **805 Evaluation and Analytics**.

The parties acknowledge that **805 Evaluation and Analytics** is not in an employee reporting relationship with any staff member of **OSD**; however, **805 Evaluation and Analytics** will periodically inform **OSD** designated representative of **805 Evaluation and Analytics** progress and will consult as needed during the course of the assignment.

OSD acknowledges that **Dr. Christensen** has no supervision authority over any **OSD** employee.

This contract has a finite term for services to be provided. Any extension of such services shall require a separate written contract extension executed by all parties to the contract, and likewise will be for a definite term of service.

OSD agrees to argue and present admissible evidence in any challenge by CalPERS to **Dr. Christensen’s** employment status demonstrating that the above terms and conditions are accurate representations of the parties’ contractual relationship.

II. Business Licenses, Permits, and Certificates.

805 Evaluation and Analytics represents and warrants that **805 Evaluation and Analytics** maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform Services under this Agreement, and that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

III. Federal and State Taxes.

Under this Agreement, **OSD** shall **not** be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the **805 Evaluation and Analytics** payments to employees or personnel or make payments on behalf of **805 Evaluation and Analytics**; Make federal or state unemployment compensation contributions on behalf of **805 Evaluation and Analytics**; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if **805 Evaluation and Analytics** is not a corporation, all applicable self-employment taxes. Upon demand, **805 Evaluation and Analytics** shall provide the **OSD** with proof that such payments have been made.

Contractor:

Dated: _____

Signature: _____

Heidi Christensen, President and Chief Analytics Officer
805 Evaluation and Analytics

Client:

Dated: _____

Signature: _____

Name: **Lisa A. Franz**

Position: **Director, Purchasing**

Oxnard School District

OSD AGREEMENT #21-165

805 EVALUATION AND ANALYTICS

252 Beech Road, Newbury Park, CA 91320

(805) 479-4480

SERVICES CONTRACT

I. **The Parties.** This Agreement is made between Oxnard School District ("CLIENT") with a mailing address of 1051 S. A Street City of Oxnard State of CA 93030, and 805 Evaluation and Analytics ("CONTRACTOR") with a mailing address of 252 Beech Road City of Newbury Park State of CA 91320.

This Agreement between CONTRACTOR and CLIENT will constitute a valid and binding agreement between CONTRACTOR and CLIENT for non-exclusive services as a CONTRACTOR for CLIENT. The CLIENT intends to pay the CONTRACTOR for services provided, effective December 16, 2021, under the following terms and conditions:

II. **Scope of Work.** The CONTRACTOR agrees to perform the following:

Provide program evaluation services for the BWET Teacher Professional Development grant program, including:

- a) Review all program documents, provided by OSD staff, describing the intent, scope, and workplan of the project.
- b) Development of a plan to evaluate the implementation and impact of the project in compliance with grant requirements and OSD's stated information needs.
- c) Creating appropriate evaluation tools to collect data relevant to grant activities and outcomes, including monitoring documents for determining level of participation in professional development activities.
- d) Creating, as necessary, surveys and interview protocols for use in monitoring implementation and detecting program effects.
- e) Initiating meetings, interviews, and written communications with OSD grant staff, district and school staff, and other involved parties, as necessary, to collect data and provide formative feedback.
- f) Collecting data from the OSD program supervisor, students, staff, and other sources as necessary to complete a thorough evaluation of program effectiveness.
- g) Perform necessary data disaggregation and analysis to determine program impacts and effectiveness.
- h) Provide evaluation summaries to program staff and grant funder, including written summaries, charts, tables, etc., as required to meet informational needs of program staff and funder.

Hereinafter known as the "Services".

III. **Payment.** In consideration for the services to be performed by the CONTRACTOR, the CLIENT agrees to pay the contractor \$ 3800.00 for the completion of Services performed. Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the CLIENT, not to be unreasonably withheld.

The CONTRACTOR agrees to be paid: (check one)

- At completion of the Services performed.
- On a weekly monthly quarterly basis beginning on _____, 20____ until the completion of the Services.
- Commission in the amount of _____.
- Other. _____.

IV. Due Date. The Services provided by the CONTRACTOR: (check one)

- Shall be completed by September 30, 2022.
- No due date.
- Other. _____.

V. Expenses. The CONTRACTOR shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided CONTRACTOR.

VI. Liability Insurance (Minimum (\$) Amount). The CONTRACTOR agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the CONTRACTOR agrees to obtain, at its own cost and expense, comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability ("Liability Insurance").

The minimum amount (\$) for the Liability Insurance shall be:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

VII. Termination. This Agreement shall terminate upon the following: (check one)

- Completion of the Services provided.
- On the date of _____, 20____.
- Other. _____.

In addition, the CLIENT or CONTRACTOR may terminate this Agreement, and any obligations stated hereunder, with reasonable cause by providing written notice of a material breach of the other party; or any act exposing the other party to liability to others for personal injury or property damage.

VIII. Option to Terminate. The CLIENT and CONTRACTOR shall: (check one)

- Have the option to terminate this Agreement at any time by providing 14 days' written notice.
- Not have the option to terminate this Agreement unless there is reasonable cause, as defined in Section VII.

IX. Independent Contractor Status. The CONTRACTOR, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the CONTRACTOR's employees or contract personnel are, or shall be deemed, the CLIENT's employees.

CONTRACTOR represents and warrants that CONTRACTOR is an independently established business entity formed as a sole proprietorship that customarily provides services of the same nature as the services provided for CLIENT under this Agreement.

CONTRACTOR shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. CONTRACTOR shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in **Services above**, without restriction by CLIENT. CLIENT is interested only in the results to be achieved from CONTRACTOR'S performance of the services.

CONTRACTOR shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services.

Notwithstanding this Agreement, CONTRACTOR shall have the right to provide the same or similar services to entities other than CLIENT without restriction. CONTRACTOR represents and warrants that CONTRACTOR advertises these services to and contracts with entities other than CLIENT.

X. Business Licenses, Permits, and Certificates. CONTRACTOR represents and warrants that CONTRACTOR maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform Services under this Agreement, and that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement

XI. Federal and State Taxes. Under this Agreement, the CLIENT shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the CONTRACTOR's payments to employees or personnel or make payments on behalf of the CONTRACTOR; Make federal or state unemployment compensation contributions on the CONTRACTOR's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the CONTRACTOR is not a corporation, all applicable self-employment taxes. Upon demand, the CONTRACTOR shall provide the CLIENT with proof that such payments have been made.

XII. Benefits of CONTRACTOR's Employees. The CONTRACTOR understands and agrees that they are solely responsible for and shall be liable for all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

XIII. Unemployment Compensation. The CONTRACTOR shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The CONTRACTOR shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XIV. Workers' Compensation. The CONTRACTOR shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the CONTRACTOR hires employees to perform any work under this Agreement, the CONTRACTOR agrees to grant workers' compensation coverage to the extent required by law. Upon request by the CLIENT, the CONTRACTOR must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XV. Indemnification. The CONTRACTOR shall indemnify and hold the CLIENT harmless from any loss or liability from performing the Services under this Agreement.

XVI. Confidentiality. The CONTRACTOR acknowledges that it may be necessary for the CLIENT to disclose certain confidential and proprietary information to the CONTRACTOR in order for the CONTRACTOR to perform their duties under this Agreement. The CONTRACTOR acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm

the CLIENT. Accordingly, the CONTRACTOR will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the CLIENT without the CLIENT's prior written permission except to the extent necessary to perform services on the CLIENT's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by CLIENT for CONTRACTOR to use; Any written or tangible information stamped "confidential, including student, teacher, and staff information or any information that CLIENT makes reasonable efforts to maintain confidential. Upon termination of the CONTRACTOR's services to the CLIENT, or at the CLIENT's request, the CONTRACTOR shall deliver to the CLIENT all materials in the CONTRACTOR's possession relating to the CLIENT's business.

XVII. No Partnership. This Agreement does not create a partnership relationship between the CLIENT and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR shall have no authority to enter into contracts on the CLIENT's behalf or represent the CLIENT in any manner.

XVIII. Governing Law. This Agreement shall be governed under the laws in the State of California.

XIX. Additional Terms and Conditions:

NONE

CLIENT's Signature Lisa A. Franz Date 12-16-2021

Print Name Lisa A. Franz

Position Director, Purchasing

CONTRACTOR's Signature _____ Date 10/22/2021

Print Name Heidi Christensen

Position Chief Analytics Officer

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Academic Agreement

Ratification of Addendum #1 to Agreement/MOU #21-204 - Ventura County Office of Education (DeGenna/Nocero)

At the Board meeting of May 18, 2022, the Board of Trustees ratified Agreement #21-204, in the amount of \$75,000.00, with the Ventura County Office of Education to outfit wellness centers in district middle schools.

Addendum #1 increases funding in the amount of \$15,000.00, for a new total agreement amount of \$90,000.00

FISCAL IMPACT:

Additional funding in the amount of \$15,000.00 will be provided to the Oxnard School District from the Ventura County Office of Education.

RECOMMENDATION:

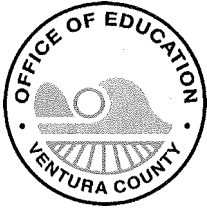
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Addendum #1 to Agreement/MOU #21-204 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Addendum #1 \(1 Page\)](#)

[Agreement-MOU #21-204, Ventura County of Education \(3 Pages\)](#)

ADDENDUM #1 TO OSD AGREEMENT/MOU #21-204



Ventura County Office of Education
Comprehensive Health and Prevention Programs

5100 Adolfo Way
Camarillo, CA 93012
(805) 437-1370

www.vcoe.org

ADDENDUM TO MOU

District: Oxnard School District

MOU Number: C22-00337

Contract Period: April 1, 2022 – June 30, 2022

Effective Date of Addendum: May ³¹~~20~~, 2022

ADDENDUM TO REFLECT UPDATED MOU AMOUNT TO THE FOLLOWING:

The total MOU amount is NTE for Wellness Center Expansion: **\$90,000.00**

ENCUMBERED
05/20/22 JL

***All other original terms and conditions of the MOU remain the same.**

Requested by: *m c y* Date: 5-20-22
Program Manager

Approved by: *Lisa Cline* Date: 5-31-22
Executive Director, Internal Business Services

District authorized representative: _____ Date: _____
Lisa A. Franz, Director, Purchasing

**MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF
EDUCATION AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding (Agreement) is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Oxnard School District (hereinafter referred to as District)**. This Agreement confirms the District's participation of furnishing Middle School Wellness Centers. Agreement term is April 1, 2022, to June 30, 2022.

PROJECT TITLE: Middle School Wellness Centers

COVID CONDITIONS: Due to the unprecedented operating conditions created by our COVID context, VCOE intends to maximize flexibility related to this funding.

The goal of this MOU is to outfit one or multiple Middle School Wellness Centers in your District. The purpose of these Wellness Centers is to prevent mental illness from becoming severe and disabling, reduce risk factors that negatively affect mental health and academic success, and improve access to school-based mental health services.

VCOE will:

- Provide funding to furnish one or multiple middle school wellness centers in your District. Wellness Centers will be furnished with couches, bean bag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs and program communication plan, and contracts speakers/workshops.
- Provide District ongoing technical assistance for Wellness Center set-up.

District will:

- Provide two (2) physical spaces that are easily accessible to students and their families to implement the Wellness Center.
- Fund and furnish Wellness Center Space and activities. Wellness Centers may be furnished with (but not limited to): couches, bean bag chairs, audio-visual equipment, computer and smartboard, food and snacks, and all program supplies. Activities may include student transportation costs and program communication plan, and contracts speakers/workshops.
- Attend meetings between VCOE and Districts as needed.

Fiscal Responsibilities:

District is expected to expend all funds by June 30, 2022. Carryover and extension of funds will not be considered.

Expend funds as allowable. Examples of allowable budget categories considered for reimbursement by VCOE:

- **Certificated and Classified Salaries**
- **Employee Benefits** (certificated/classified)
- **Other Costs** District will fund and furnish Wellness Center Space and activities. Wellness Centers will be furnished a couch, beanbag chairs, audio-visual equipment, computer, and smartboard, food and snacks, and all program supplies. Activities include staff and peer training supplies, program supplies, food, and snacks.
 - **Materials and Supplies**
 - **Contracts**
 - **Technology**
- Total MOU shall not exceed \$75,000.00
- District will submit all fiscal invoices by June 30, 2022.
- Invoices received after June 30, 2022, will not be paid.

Termination

Both parties may terminate this Agreement at any time for any reason by providing 30 days written notice to either party. In the event of termination under this paragraph, District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement. Should funding for such services not be made available from VCBH, VCOE shall notify LEA and terminate this MOA.

Default

If District defaults in the performance of any term or condition, District must remedy that default by a satisfactory performance within 10 days after receipt of written notice of the default. If the District fails to remedy the default within that time, then VCOE may terminate this contract with a final notice.

Middle School Wellness Centers District MOU April 2022-June 2022

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

Lisa A. Franz, Director, Purchasing
Authorized District Representative

Lisa A. Franz 5-19-2022
Signature Date

Valerie Mitchell, Interim Asst. Supt.
Authorized District Fiscal Representative

[Signature] 5-19-22
Signature Date

Lisa Cline,
VCOE Exec. Director Internal Business Services

Lisa Cline 4-26-22
Signature Date

Emily Mostovoy-Luna,
VCOE Associate Superintendent

[Signature] 4/20/22
Signature Date

010-5800-9071-0-8600-2100-000-240-0000-0 \$75,000.00

ENCUMBERED
04210202202

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-217, USC – Department of Otolaryngology (DeGenna/Jefferson)

USC – Department of Otolaryngology provided professional development training for special Education and Hard of Hearing teachers during the 2021-2022 school year.

Term of Agreement: September 30, 2021 through June 30, 2022

FISCAL IMPACT:

\$5,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-217 with USC – Department of Otolaryngology.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-217, USC - Dept. of Otolaryngology \(7 Pages\)](#)

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made as of the 30th day of September, 2021, (the “**Effective Date**”) by and between University of Southern California, a California nonprofit public benefit corporation, on behalf of its Keck School of Medicine of USC (hereinafter “**USC**”), and the Oxnard School District (hereinafter “**District**”).

WHEREAS, District desires to obtain USC’s services; and

WHEREAS, USC desires to perform such services for District pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **Services.** During the Term (as defined in Section 11 below), USC agrees to perform the services (the “**Services**”) described on Exhibit A attached hereto and incorporated herein by this reference (the “**Statement of Work**”) which shall also include, without limitation, such other terms and conditions as the parties deem appropriate or necessary for the performance of the Services. To the extent that the terms and conditions of this Agreement and the Statement of Work conflict, the terms and conditions set forth in the Statement of Work shall control.
2. **Payment.** In consideration of the performance of the Services, District shall pay USC the amounts set forth in Exhibit A. Except as otherwise set forth in Exhibit A, USC shall submit an invoice to District within ten (10) days following the completion of any month during which USC performed Services for District. District agrees to pay the amounts on such invoice within thirty (30) days from District’s receipt of such invoice. District shall notify USC in writing of any disputed charges and the parties shall work in good faith to resolve any such disputes. All amounts paid under this Agreement will be in U.S. Dollars.
3. **Expenses.** Except as set forth in Exhibit A or as may otherwise be agreed by the parties, District shall reimburse USC for reasonable out-of-pocket expenses incurred in connection with the performance of Services hereunder, subject to USC furnishing District with receipts supporting such expenses. The parties agree that the consideration set forth in Section 2 above and herein shall be net of any taxes, duties or surcharges any kind that is required to be paid or withheld with respect to the sale or provision of Services under this Agreement.
4. **Intellectual Property Rights.** District hereby acknowledges and agrees that all data, materials, content of the data and materials, know-how, deliverables, techniques, algorithms and other intellectual property owned or developed by USC, in whole or in part, whether or not provided to District hereunder, shall in all cases remain the sole and exclusive property of USC, as shall all improvements, modifications and enhancements to any of the foregoing. District will not, at any time during or after the Term, disclose, license, transfer, or sell such intellectual property to any person or entity. Nothing in this Agreement shall grant or confer any ownership interest in USC’s intellectual property to District.
5. **Publication.** USC shall have the right, at its discretion, to release information or to publish any material resulting from the work contemplated hereby, provided that such right shall not include the right to publish Confidential Information.
6. **Independent Contractor.** In rendering the Services, USC will act as an independent contractor and the method and techniques of performance shall rest in USC’s discretion. It is understood that neither

USC nor District intends that USC shall be, or be deemed to be, an employee or agent of District during the Term of this Agreement.

7. **Representations and Warranties.**

- a. USC represents and warrants that it will perform the Services in a professional and workmanlike manner consistent with the requirements set forth in this Agreement and in the Statement of Work;
- b. USC represents and warrants that it has the right to enter into this Agreement and that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements that would prevent USC from performing under this Agreement.

8. **Assignment and Subcontracting.** This Agreement shall not be assignable by either party, except to an affiliate of such party. Any other attempted assignment by a party shall be void and of no effect. USC shall notify District if USC utilizes any subcontractors or third party contractors in connection with the provision of Services under this Agreement. USC's use of a subcontractor shall not relieve USC from responsibility under this Agreement, and USC shall be fully responsible for all acts and omissions of USC's subcontractors (which will be deemed to be USC's acts and omissions under this Agreement).

9. **Confidentiality.** Each party agrees: (i) not to disclose the Confidential Information (as defined below) of the other party to third parties (excluding a party's agents or representatives); (ii) not to use the Confidential Information except in furtherance of the purposes of this Agreement; (iii) that the Confidential Information of a party is and shall remain the property of the disclosing party; and (iv) to return or destroy, at the request of the disclosing party, the other party's Confidential Information upon termination of this Agreement. "Confidential Information" shall specifically include, without limitation, all inventions, copyrighted material, patents, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of a party; provided, however that "Confidential Information" shall not include (a) information which is or becomes generally known to the public through no act or omission of the receiving party, (b) information which has been or hereafter is lawfully obtained by the receiving party from a source other than the disclosing party so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality at the time such Confidential Information was or is disclosed to the receiving party, or (c) information that is developed independently and without reliance on the Confidential Information. The confidentiality obligations of each party will survive expiration or termination of this Agreement.

10. **Choice of Law and Dispute Resolution.** This Agreement shall be governed by and construed under the laws of the state of California, without regard to conflict of law principles. The parties believe that most disagreements can be resolved informally through cooperative, good faith discussion. In the event that we cannot resolve a dispute through discussion, any disputes arising in connection with this Agreement shall be submitted to Judicial Arbitration and Mediation Services ("JAMS") or successor organization for binding arbitration in Los Angeles, California by a single arbitrator. The parties also agree to waive their right to a jury or court trial. The arbitrator shall be selected based on agreement by the parties within forty-five (45) days of the filing of an arbitration demand with JAMS by any party hereto; if the parties are unable to agree on an arbitrator within that timeframe, JAMS will select a neutral arbitrator pursuant to JAMS's then current procedures. A decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

11. **Term and Termination.** This Agreement shall be effective from the date first written above through the scheduled completion of the services (June 30, 2022) provided herein as described in Exhibit A (the “**Term**”), subject to termination as provided herein. Either party may terminate this Agreement in the event of a breach of this Agreement by the other party upon at least thirty (30) days written notice to the other party (provided such termination shall be effective only if such breach is not cured within such 15 day period). In the event of termination or expiration of this Agreement for any reason, (a) District shall pay USC for Services actually performed up through the effective date of such termination which have not been previously paid; (b) USC shall promptly provide to District any and all work product developed for District under this Agreement (whether complete or in progress and including but not limited to elements such as underlying source code, files and other components) prepared and/or developed by USC as of the effective date of termination; and (c) USC shall return any and all proprietary and/or confidential materials of District in accordance with Section 7, except that USC may retain one copy for archival purposes.

12. **Enforceability.** If any provision of this Agreement is declared invalid or unenforceable by judicial determination or otherwise, such provision shall not be void, but rather, the subject provision shall be limited to the extent enforceable by law.

13. **Waiver.** No delay or failure by either party to exercise any right, remedy or power herein shall impair such party’s right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing and executed by the waiving party.

14. **Force Majeure.** Except for District’s payment obligation, neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any acts of God, medical epidemic or pandemic, government imposed quarantine, fire, natural disaster, act of government, strikes or labor disputes, inability to provide materials, power or supplies, or any other act or condition beyond the reasonable control of any of the parties.

15. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than District and USC any right, benefit or remedy or any nature whatsoever under or by reason of this Agreement.

16. **Notices.** Any notices required to be sent pursuant to this Agreement shall be sent by certified or registered mail or by nationally recognized overnight courier to the address specified below.

If to District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
 Attn: **Danielle Jefferson**

If to USC:

University of Southern California

 Attn: _____

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

17. **Publicity.** Neither party shall use the name, logo, trademark or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party.

18. **Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, USC DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY, OR OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT WILL USC'S LIABILITY HEREUNDER EXCEED THE AMOUNT ACTUALLY PAID TO USC BY DISTRICT UNDER THIS AGREEMENT.

19. **Entire Agreement; Modification.** This Agreement constitutes the complete and entire agreement of the parties relating to the subject matter hereof, and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OXNARD SCHOOL DISTRICT

UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF ITS KECK SCHOOL OF MEDICINE OF USC

By: _____
Name: Lisa A. Franz
Title: Director, Purchasing

By: _____
Name: _____
Title: _____

Exhibit A
Statement of Work

Considerations when working with young children with hearing loss

1. Background noise is kept at a minimum. Hallway noise will be distracting.
2. Keep in mind that hearing loss is not just lowering the intensity of sound volume across all frequencies. The volume needed to hear a certain speech sound will vary with 'pitch' because each pitch may have a different threshold.
3. For each child, some phonemes are easier to understand than others, other phonemes may be ambiguous or absent. For example, /f/ and /s/ given the frequency and the manner of production, both are high frequency sounds and continuants. Minimal pairs will be more difficult. Place of articulation is the most difficult aspect of the speech sound for the child to identify.
4. Monitor the rate of your speech. Rapid speech decreases intelligibility and child comprehension of oral language.
5. Monitor your vocal intensity. Louder is not better. Louder speech production can lead to masking of consonant information. Remember, consonants provide the speaker with essential word information.
6. Monitor the complexity of oral language use. Children may have difficulty comprehending complex sentence structures. They have difficulty with cohesion and logically interconnecting ideas (Yoshinaga-Itano & Downey, 1996).
7. As the length and complexity of an utterance increases, the demands on working memory and auditory memory also increase. A child's auditory memory may be impacted by the following: 1) general language ability, 2) the length of auditory deprivation, 3) age at which full time device use was established, 4) access to the long-term speech spectrum, and 5) the quality and the frequency of early language input.
8. Children with hearing loss often have less lexical diversity than their age-matched peers with typical hearing. Children may have a smaller vocabulary. They may rely on the use of 'stereotypic' sentence patterns. For example, the child relies on the use of the rehearsed language



such as, “I like ____ or I want _____.” This often appears in their written language.

9. Children may have limited experience with verb tense, articles, and comprehension of prepositions (including spatial relations, temporal relations {timing and sequence}, numeric concepts, and textural concepts.
10. The speaker’s face should be well lit. (Avoid sitting with the sunlight in the background as this casts a shadow on the speaker’s face limiting essential speechreading cues.) A light source behind the speaker may obstruct communication by placing the speaker’s face in shadows and cause the child’s pupils to constrict.
11. Establish eye contact with the child BEFORE speaking.
12. Avoid placing your hands or an object, such as a pen, in front of your mouth while speaking.
13. Knowing the topic is helpful. Make it clear what the topic of conversation is.
14. If the child misses what you’ve said, repeat the statement using the same words prior to rewording your message. Consider asking the child, “what did you hear?” and allowing the child an opportunity to provide verbal information that was received.
15. Use partner microphones and assistive technology when available to improve the signal to noise ratio.
16. Repeat peer comments that may not have been audible to all students. Repeat peer questions that may not have been audible to all students.
17. Encourage direct peer to peer communication and clarification when appropriate. Avoid allowing the child with a hearing loss to become dependent upon adult repetition of content. Children should be encouraged to be independent information seekers.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section D: Action Items

Approval of Oxnard School District 2022-23 Local Control and Accountability Plan (DeGenna)

The Board of Trustees will receive a presentation on the Oxnard School District's Local Control and Accountability Plan (LCAP).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustee approve the Oxnard School District 2022-23 Local Control Accountability Plan (LCAP).

ADDITIONAL MATERIALS:

Attached: [2022-2023 LCAP Final.pdf](#)

[June 2022 LCAP Board Presentation.pdf](#)

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Oxnard School District

CDS Code: 56-72538-0000000

School Year: 2022-23

LEA contact information:

Dr. Karling Aguilera-Fort

Superintendent

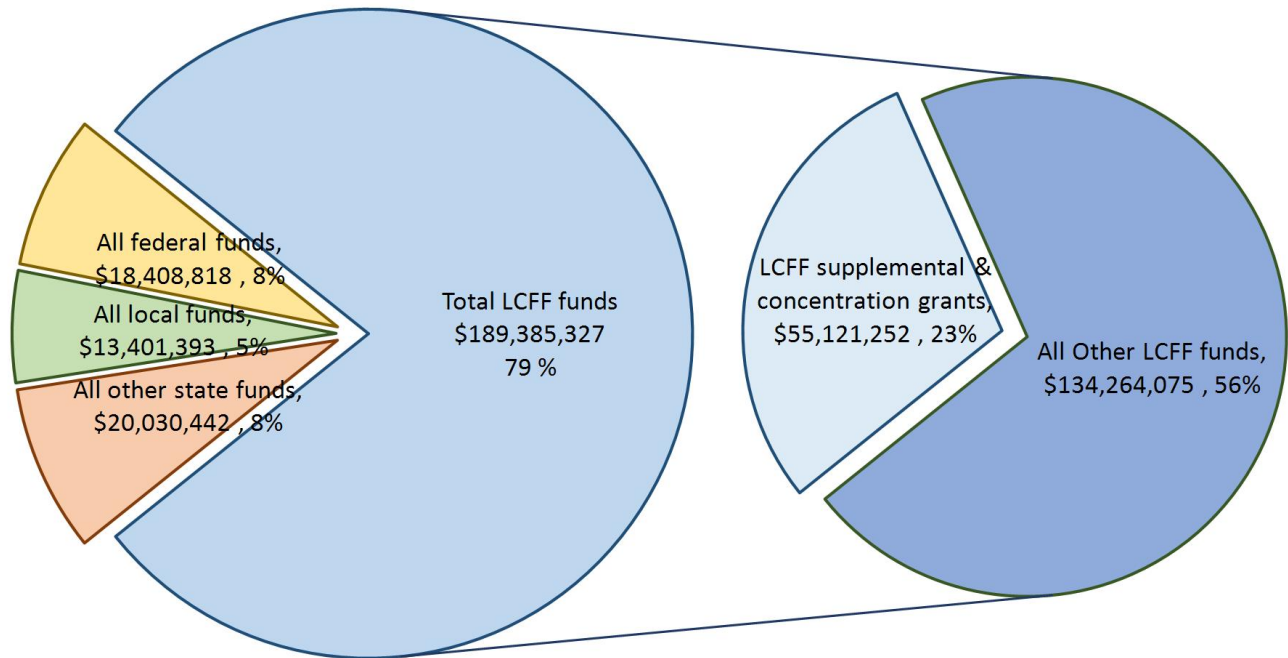
kaguilerafort@oxnardsd.org

(805) 385-1501

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2022-23 School Year

Projected Revenue by Fund Source



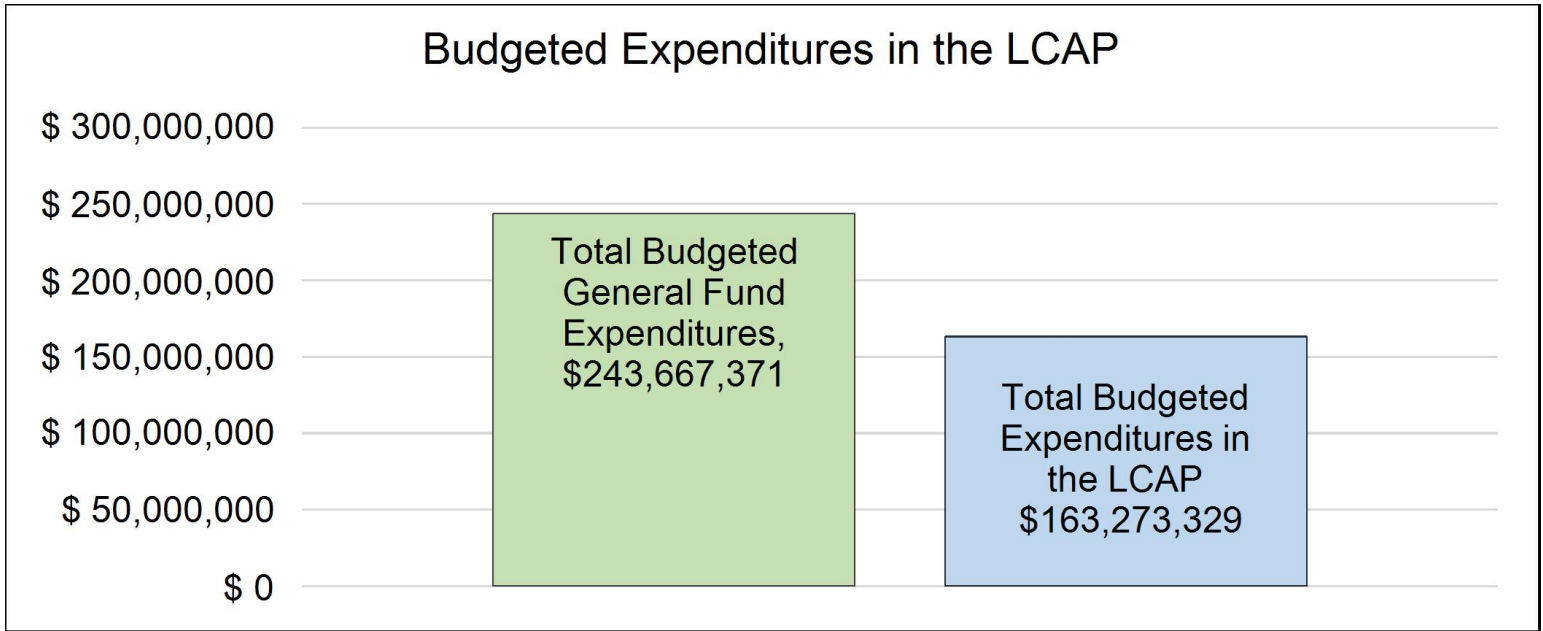
This chart shows the total general purpose revenue Oxnard School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Oxnard School District is \$241,225,980, of which \$189,385,327 is Local Control Funding Formula (LCFF), \$20,030,442 is other state

funds, \$13,401,393 is local funds, and \$18,408,818 is federal funds. Of the \$189,385,327 in LCFF Funds, \$55,121,252 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Oxnard School District plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Oxnard School District plans to spend \$243,667,371 for the 2022-23 school year. Of that amount, \$163,273,329 is tied to actions/services in the LCAP and \$80,394,042 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

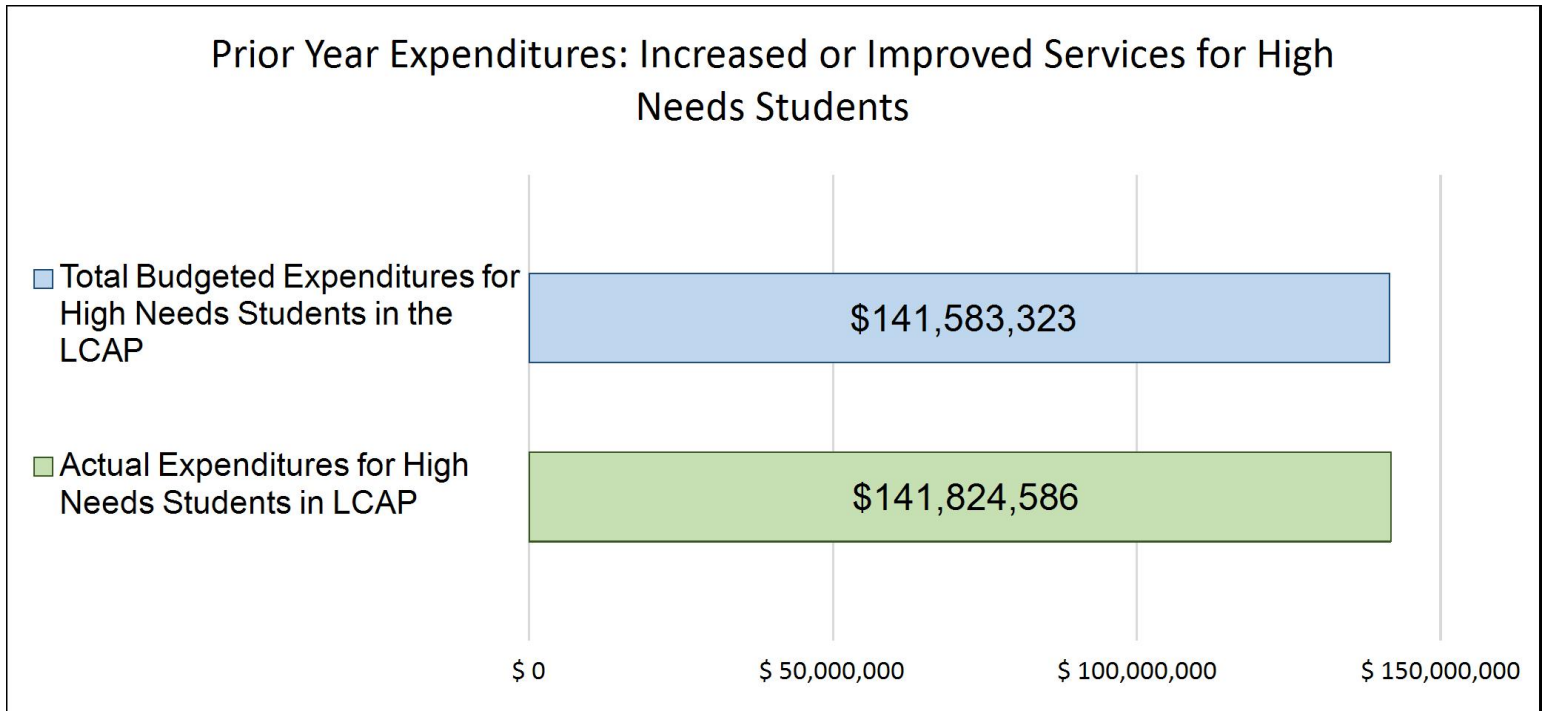
Operational and other expenses such as utilities, substitute staffing, and miscellaneous materials, supplies, and services.

Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Oxnard School District is projecting it will receive \$55,121,252 based on the enrollment of foster youth, English learner, and low-income students. Oxnard School District must describe how it intends to increase or improve services for high needs students in the LCAP. Oxnard School District plans to spend \$56,029,100 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Oxnard School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Oxnard School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Oxnard School District's LCAP budgeted \$141,583,323 for planned actions to increase or improve services for high needs students. Oxnard School District actually spent \$141,824,586 for actions to increase or improve services for high needs students in 2021-22.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oxnard School District	Dr. Karling Aguilera-Fort, Superintendent	kaguilerafort@oxnardsd.org

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

The Oxnard School District holds on many parent meetings throughout the year targeted and maintaining open communication and partnership with all of our community. These meetings include the African American Parent Advisory, the Mixteco Parent Advisory, the District English Learner Advisory Committee, PTA, the Superintendent’s Parent Advisory Committee and well as the District LCAP Committee. All of the parent groups received information on the various funding sources received by the OSD. Additionally, during these meetings all parent groups were provided a survey with an opportunity to provide input and feedback to OSD on the use of these funds to support student/staff well-being and student learning. These meetings are two-way conversations in which the district presents the funds available, the community partners provide input that has been received via surveys, leadership team meetings, administrator meetings, faculty and staff recommendations, bargaining units through the LCAP Committee meeting and during DELAC parent meetings.

The additional funds provided through the Budget Act of 2021 that were not included in the LCAP are as follows:

- Expanded Learning Opportunity Plan funds of \$12 million
- Additional ASES funds of \$1.7 million (the engagement piece will be included in the Expanded Learning Opportunity Plan that the district is currently developing).
- Educator Effectiveness Block Grant funds of \$1.6 million in the 2021-22 fiscal year (total grant amount through 2026 is \$3.7 million). The engagement of educational partners on the use of these funds should be included in the Educator Effectiveness Block Grant Plan adopted by the Board on December 15, 2021.

The following link indicate how and when the OSD engaged its education partners in the use of funds received from the Budget Act of 2021:

- Educator Effectiveness Block Grant <https://www.oxnardsd.org/cms/lib/CA01802636/Centricity/Domain/16/2021%20-%20Educator%20Effectiveness%20Block%20Grant%20Plan%20OSD.pdf>

Additionally, the Oxnard School District received funds for the Expanded Learning Opportunity Program. This plan is still in development and will be shared brought to the community in the near future.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

OSD plans to use the LCFF Concentration Grant add-on funding it received to increase the following number of staff who provide direct services to students on school campuses with greater than 55 percent unduplicated enrollment (which is all of OSD's schools), these services are principally directed towards English Learners, Foster Youth and Low-Income students :

- Restore 21 school site Office Assistant II positions, at a total annual cost of \$1,165,188
- Provide an additional one hour per day for 20 ORC positions, which would have otherwise been cut, at a total annual cost of \$250,000
- Provide additional hours for Campus Assistants district-wide, at a total annual cost of \$90,000
- Provide substitute teacher and classified employee incentive program, in order to maintain adequate substitute staffing levels during a time of staffing shortages, at an estimated annual cost of \$300,000
- Provide one additional ISP Teacher at each of the three middle schools, at a total annual cost of \$86,410
- Additional Grounds Maintenance Lead positions shared among all school sites (2 positions), to improve outdoor learning environments. \$113,092

OSD also plans to use the Concentration Grant add-on funding to retain staff providing direct services to students, including but not limited to teachers, instructional assistants, and custodians. This provides services to students on school campuses with greater than 55 percent unduplicated enrollment (which is all of OSD's schools), these services are principally directed towards English Learners, Foster Youth and Low-Income students.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

The district has provided a continuous cycle of engagement with educational partners including employee groups, administrators, students, and parents and caregivers. Educational partners provided input via surveys and meetings held via zoom. This input is ongoing, and plans are adjusted to the extent possible based on ongoing input.

The Oxnard School District was provided following funds as part of the “one-time federal funding to support recovery from the COVID-19 pandemic. The description of how and when OSD engaged its educational partners on the use of on-time federal funds received that are intended to support recovery from the COVID-19 pandemic, is contained within the following plans:

- ESSER III Expenditure Plan that was adopted by the Board on October 20, 2021 (link)
- Expanded Learning Opportunities Grant Plan is still being developed

The detailed description of the engagement of all partners can be found on the attached link : <https://www.oxnardsd.org/Page/14463>

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

A full description of how OSD is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan is included within the ESSER III Expenditure Plan itself.

<https://www.oxnardsd.org/cms/lib/CA01802636/Centricity/Domain/16/2021%20-%20ESSER%20III%20Expenditure%20Plan%20OSD%20-%20English.pdf>

Health and safety of students, educators, and other staff

- Successes : safety measures such as contact tracing, providing PPE, cleaning and disinfecting schools and classrooms, and care rooms
- Challenges : staffing shortages

Continuity of Services

- Successes : implementation of Independent Study Program; providing Literacy Intervention Teachers; additional Teacher Professional

Development days; two full time Para-educators for each K-5 school site etc.)

- Challenges : Shortage of staff across all categories

After the approval of the ESSER III plan, the district realized the need for two full time Para-educators were needed to support school sites with differentiation of instruction. This action was not in the original ESSER III Plan but will be reflected in expenditures.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

The Oxnard School District’s ESSER III plan and the Safe Return to In-Person Instruction and Continuity of Services Plans are directly aligned to the district LCAP. These plans are linked below and found on the Oxnard School District webpage.

The Oxnard School District used its fiscal resources to implement the requirements of the Safe Return to In-Person Instruction and Continuity of Services Plan, details of the plan can be found on the link, highlights of the plan include:

- Providing for the health and safety of students, staff, and community by adhering to COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), the California Department of Education (CDE), and the Ventura County Public Health Department. This includes providing PPE such as masks and gloves, hand-washing stations and hand sanitizer, preparing school and classroom spaces to maintain social distancing, and additional cleaning and sanitizing of all facilities.
- Maintain 45 additional Special Education teachers and service providers to ensure continuity of learning and implementation of IEP goals.
- Maintain class size of 24:1 in Grades TK-3 with additional teacher staffing in order to provide access to differentiated instruction
- Provide site allocations to incentives students safe return to school.
- Provide Outreach specialist and translators to connect with families and provide ongoing communication and support.
- Provide school improvements to ensure classrooms and other school spaces were necessary shape to receive students.
- Ensure all students had all material, supplies, devices to connect from school or home to ensure continued learning
- Upgrade and provide all 1:1 devices to ensure connectivity

The implementation of these additional funds are specifically aligned to the LCAP. Though the plan supports and creates cohesiveness with all the goals, actions and services identified in the LCAP, some clear examples of the alignment are found in LCAP goal 1, action 7, 13, 16, 25 and 27. LCAP goal 2, actions 2, 3, 4, 5, and 6. To access the Safe Return to In-Person Instruction and Continuity Plan Click here:

<https://www.oxnardsd.org/site/handlers/filedownload.ashx?moduleinstanceid=22142&dataid=21179&FileName=2020%20LCP%20Oxnard%20School%20District%20Spanish%20Revised.pdf>

ESSER III Expenditure Plan

Oxnard School District used its fiscal resources to implement the requirements of the ESSER III Expenditure Plan by supporting two main
2022-23 Local Control Accountability Plan for Oxnard School District

areas. The first being creating and maintaining safe spaces for student learning to take place. This includes but is not limited to ensuring on-going COVID-19 testing and contact tracing by providing additional staff to support the process. Additionally, creating and maintaining care rooms and full supplies of PPE equipment .

The second area is the support of rigorous and relevant first instruction aligned to students' learning needs in literacy and math. This includes building a strong, rigorous Independent Study Program for students who are unable to return to in person instruction. Additionally, all of these require instructional differentiation. This can be provided by establishing a coherent MTSS system . The refinement of this system is embedded within the LCAP actions that are seamlessly woven into the district's plans for 2021-2022 and beyond.

The implementation of these additional funds is specifically aligned to the LCAP. Though the plan supports and creates cohesiveness with all the goals, actions and services identified in the LCAP, some clear examples of the alignment are found in aligning ESSER III to LCAP goal 1, action(s) 2, 3, 5, 6, 9, 14, 27, ,30. LCAP goal 2, actions 4,,5, ,6. To access the ESSER III Plan Click here:

<https://www.oxnardsd.org/cms/lib/CA01802636/Centricity/Domain/16/2021%20-%20ESSER%20III%20Expenditure%20Plan%20OSD%20-%20English.pdf>

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);

- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: *“A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”*

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oxnard School District	Dr.Karling Aguilera-Fort Superintendent	kaguilerafort@oxnardsd.org (805) 385-1501

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Oxnard School District is located in Oxnard, California, the largest city in Ventura County. Established in 1873, the Oxnard School District has 21 schools serving approximately 14,000 students in grades Preschool through Eighth. The district demographics are as follows; 92% Hispanic/Latino, 3.2% White, followed by 1.2 % Filipino, .9% African American, .8 % Asian, .7% are students who identify as having two or more races, .1% American Indian, and .1% Pacific Islander. One of the characteristics that makes Oxnard unique is the growing number of Latinx students who have Mixteco as a native language rather than Spanish. This unique characteristic provides opportunities for the district to better serve the diversity of its students. The Oxnard School District, like many other districts in California, continues to experience significant declining enrollment.

The district’s mission statement, “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares them for college and career opportunities” guides the development of this LCAP and the focus of our LEA and schools. In order for the district to achieve this mission, the district has developed a Student Profile to guide the work of the district and its strategic plan. The Student Profile aims to provide students with an education that prepares them to create, communicate, collaborate, design and apply new knowledge in real life and a variety of different contexts. We aim for our students to be confident, solution oriented, digitally, artistically, and linguistically prepared for future opportunities. In order to achieve these goals, the Oxnard School District is committed to providing students the learning opportunities to become readers, writers and mathematical thinkers so that they can use this knowledge to advocate for themselves and select courses that will prepare them for the future.

The Oxnard School District is committed to increasing the academic achievement of all students through quality instruction, meaningful access, a challenging and engaging curriculum, and aligned assessments while ensuring that all systems are culturally and linguistically responsive to the needs of our students and their families. To ensure and evaluate these practices, the district looks to guiding documents like the California English Learners Roadmap, the California Frameworks, and the Dual Language Guiding Principles. In line with these documents, the Oxnard School District welcomes and responds to the diverse need of all students, including the varied typologies of English Learners within the district. District teachers, staff and administrators are committed to providing students an enriched educational experience by ensuring students have access to a broad course of study, including STEM and the Arts. Recognizing that our students’ home

languages represent a powerful asset for themselves and our community, our district is committed to building strong, research-based and standards driven biliteracy programs across eleven schools in the district. In addition, to providing varied opportunities for our children, the district celebrates the linguistic and cultural backgrounds of the community.

In order to ensure that all students, including English Learners and students receiving special education services, are receiving a rigorous academic educational program that prepares them for college and career the district commits many resources to the continued development of the teaching staff. The professional learning is focused on deepening understanding of the state standards, implementation of high leverage instructional practices and the effective use of scaffolding and differentiated instruction through the lens of culturally responsive teaching practices. As a district we believe that the most effective instruction happens in inclusive settings where students receive grade level standards that are scaffolded to meet their needs.

Though there are many assets within our community and district, we are also intensely aware that the community is impacted by high rates of poverty, crime, and trauma. Given the demographics of the Oxnard School District, it is imperative that district teachers, staff and administrators be committed to providing programs that support the challenges that greatly impact the community. 91% of the students are categorized as Socioeconomically disadvantaged, 46.3 % English Learners, 16% of students receive Special Education Services, approximately 4% of students classified as homeless and .4% as Foster Youth. These factors are significant, as they require OSD to ensure that all students are ready to learn. In order to do this effectively, we must address the physical, mental, and social-emotional needs of our students and families. Consequently, the district has resources in place including but not limited to a community-based Wellness Collaborative; a robust afterschool program, a multi-faceted parent engagement program, extensive wrap-around services to address the needs of the whole child and additional school level support to provide improved services to families and staff. These wrap around services are a corner stone of our district and we believe providing children with best educational opportunities demands attention to the whole child. Additionally, every school site is staffed with at least one full-time school counselor, an Outreach Consultant who acts as a school-community liaison, in addition to many other support services. For the 2022-2023 school year, OSD is increasing the number of social workers supporting our district from two to four to ensure that we have the necessary services to support the OSD students and families. The district has a robust afterschool program to support students and families by extending and enriching learning opportunities. The Extended Learning Opportunity Program brings new opportunities for the Oxnard School District to further expand offerings for students. Some highlights of the new opportunities are the inclusion of TK and Kindergarten students to the program and improving social and emotional supports. The district will be adding counselors that will not only support students during the instructional day but will also be available during the afterschool through the ELOP.

Over the last 5 years, the district has worked to develop strong family and community engagement. As part of the development of family and community engagement the district utilizes the California Family Engagement Network Toolkit. The district has focused on building and supporting parent leaders as partners in education. Because of this focus, the district was selected to be part of the Professional Learning Network on Family and Community Engagement with the California Department of Education. The district values the collaborative relationship established between staff and the community. Parents/Family support and engagement are at the forefront of district goals. As a district, we believe that the education of our students is a collaborative effort and therefore we work to strengthen relationships regularly by empowering parents to be change agents and partners in education

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

There are several areas of success of which we are very proud that are represented in the 2019 California Dashboard. During that year, Oxnard School District experienced growth in all academic areas on the California Dashboard and in 19 of its 20 schools. In the area of Language Arts, the district grew by 11.9 points as measured in distance from met. In Mathematics the district increased by 8.8 points. Though the district has not yet reached the level green or blue overall on the California dashboard, it is moving in the right direction. In Language Arts, on the equity report, OSD no longer has any student groups in the red level. This is improvement when compared to the previous year, where the district had 4 student groups in level red. In the area of Mathematics, on the equity report, students identified as homeless continue to be in the red level, nevertheless, this is growth when compared to the 2018 Dashboard where 7 student groups were in the red. During the 2021-2022 school year, STAR Benchmark assessments are being used to monitor the academic achievement of students across all grades. It is evident that the COVID-19 Pandemic had impact on student achievement. Despite the fact that a large percent of students are not achieving at grade level, as a district we are monitoring growth. Based on Spring 2022 STAR assessments, the STAR Reading Student Growth Report indicates that 57.7% of students are demonstrating growth. This percent is 4.6% higher than this time last year. The Math Student Growth is at 62.1 % , which is 22 percentage points higher than in the Spring of 2021. In Early Literacy the Student Growth is 46.6% , which is 3 percentage points higher than Spring of 2021. Though we acknowledge the level of work that remains to be done, we believe that the structures, professional learning, and systems that have been established are based on strong foundations and evidence-based practices. Improving first instruction continues to be than focus of the district.

The district has established a system of professional learning that over time, we are confident, will continue to yield positive results. These professional learning systems include a multi-year plan and partnership with the Teaching for Biliteracy Institute that includes multi-layer approach to professional development. This approach includes leadership development, reinforcement of strong pedagogical practices and intensive teacher professional learning. This learning is focused on standards, assessments, implementation, and monitoring. In addition, this professional development plan, has been created to ensure all teachers entering the district receive the same high quality professional training. In order to improve teaching and learning to scale, all district certificated administrators have received training on Instructional Rounds. Instructional Rounds are described as the process that systematically allows districts to increase the learning capacity of individuals in order to address problems of practice and identify areas of growth.

The work in biliteracy earned the district a place in the new publication by the California Department of Education - Improving Education for Multi-lingual and English Learner students: Oxnard School District's District-Level Planning and Investment in Building and Sustaining Dual Language Education- Principle Three of the Ca EL Roadmap. The alignment of district practices to the English Learner Roadmap has proved helpful in ensuring high quality inclusive opportunities. The majority of our biliteracy programs are in school with high linguistic need and with high poverty. The district has eliminated all barriers to entry into the program to ensure all students have access regardless of native language. On local assessments, benchmark data follows the trends of the Thomas and Collier study. Students in biliteracy programs are surpassing their peers in monolingual English programs in 4th grade. The district will continue to monitor data closely and adjust as necessary to ensure all students are achieving. As a result of this work, the Oxnard School District has been selected to receive the prestigious 2022 Lynne Aoki Multiple Pathways to Biliteracy District Recognition Award from Californians Together. The purpose of the award is to inspire the development of robust dual language programs, multiple opportunities, and comprehensive pathways in order to enable all students to reach their full potential of proficiency in two or more languages. Once again, this recognition validates the work that

has been done, however, the district also acknowledges that there is still much work ahead in terms of implementation of the established practices.

Another area of success is the growth of our African American Students. In 2018, this student group was in the red level in English Language Arts, and in 2019, students moved to Yellow and grew 30.7 points from distance from met. In Mathematics, this student group also moved from red to yellow with an increase of 22.9 points in distance from met. Though there is still much work to be done, the district will continue to support and monitor the achievement of African American students. During the 2021-2022 school year, the district convened its first African American Parent Advisory Group. The focus of this group is to establish a partnership, that allow for district staff and community members to establish the necessary connections and bridges to further the academic and social emotional growth of our African American students.

Based on the LEA Local Indicator Self-reflection Process Parent Engagement is an area of strength. Over the last several years, building relationships with parents has been a priority for the Oxnard School District. The Oxnard School district has had tremendous success building collaborative relationships with parents, particularly parents of English Learners. In addition to regular participation in committees and councils, the district has also spent a great deal of effort in providing parents with training such as Project 2Inspire. This opportunity has empowered parents and create strong leaders who now work collaboratively with district and school staff. This has also created a great space for open and honest communication between families and the school district. The district employs a District Community Liaison to work with families of students most at risk. This person is housed in the enrollment center and ensures that our students identified as homeless or foster youth receive additional supports and services. Every school has an outreach consultant whose position is to work with parents in support of any school or community service that is needed. Additionally, the district also has a parent liaison who acts as the direct link between district and parents to help build positive relationships and positive leaders.

Each of the local indicator self-reflections tools were administered and narratives are complete. The 2022 Dashboard will indicate 'met', in the fall. The Oxnard School District continues efforts to meet the criteria for each of the local indicators

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Despite the growth previously identified on the 2019 Dashboard, as a district we acknowledge that there is much work to be done across the district for all student groups. Benchmark data demonstrates the impact that COVID-19 and school closures have had on our students. Based on Spring 2022 Renaissance STAR data, students' achievement levels have declined 1.6 percentage points in Reading as compared to Spring 2021. Currently, English Reading scores show that 25.6 % of students are meeting the benchmark. In Mathematics in the Spring of 2022, on Renaissance STAR, 17.3% of students are currently achieving at grade level, though this is 2.5 percentage points higher than in the Spring of 2021, this is still a very small % of our students. Given our continued need, OSD has been revamping the MTSS process and will be implementing a new process with greater focus on Tier I instruction. This focus will include a systematic data review through formal student monitoring conferences, with goal setting on closing achievement gaps between different student groups, primarily English Learners and Foster Youth.

Though all student groups have tremendous needs there are some groups that require more detailed attention. The first of these group are students receiving special education services. This will be addressed by ensuring that evidence-based interventions are available at all school sites for both literacy and mathematics. Continued focus on standards based first instruction will continue to be the guiding initiative of the district.

English Learners continue to be an area of focus for the Oxnard School District, though English Learners have made growth, Long-term EIs continue to need additional supports. In order to address this need, OSD will continue to implement Designated and Integrated ELD at all schools. At Middle Schools Designated ELD will be differentiated based on student need and typology. Newcomer students will continue to receive specialized program, in small class sizes to allow for differentiation. Additionally, OSD will provide ELD classes with the English 3D curriculum as well as AVID Excel for students close to reclassification. To assist in this work, OSD has added instructional support by hiring a team of Teachers on Special Assignment across content areas to work collaboratively to improve teaching and learning at scale.

The next focus area is Mathematics, across the district mathematics is our academic area of greatest need. Though we had started to see results with most student groups prior to the school closures, on our most current local assessments only 17.3% of students are meeting state benchmark goals. Knowing that prior to the pandemic, students experiencing homelessness were still in the red level on the California dashboard and the students identified as EL, foster youth, two or more races were still in the orange level, we believe this is still an area of greatest need. Given that these groups make up more than half of our overall student population this is a main goal for our district. In order to address this, the district is investing in high quality professional learning for all teachers. OSD will continue to work on developing the tenets of Growth Mindset Mathematics and the pedagogical changes required for visual and conceptual math instruction, all based upon current research on how the brain learns math. Additional Professional Learning involves OSD teachers practicing this newly founded learning with their students, followed up with the teachers' collaboratively debriefing their experiences. Currently, we have teachers in various stages of understanding and implementation of facilitating Growth Mindset Mathematics. Those who have made the pedagogical shifts in math instruction are now emerging and have already become vital in the distributed leadership needed to shift math instruction in OSD. Aligned to this work, students in these student groups are prioritized to participate in Summer School Program that will be using the above mentioned pedagogy and training. Through this summer school opportunity, students will receive an additional 4 weeks of in-person math camp.

Our next area of identified need is in Language Arts for students in homeless and SWD student groups. On the 2019 Dashboard, these student groups remained in the Orange level. This year the district hired intervention support teachers that were training on an evidenced based literacy program, Leveled Literacy Intervention (LLI). Students in the above-mentioned groups were prioritized for receiving services.

Chronic absenteeism and suspension rates are an area of great concern after the pandemic. On the 2019- 2020 Dashboard, the district increased by 0.7% in Chronic Absenteeism and maintained suspension at 3.2%. The return to in-person learning came with many challenges for attendance . These numbers have significantly increased, and we anticipate the Dashboard to reflect such. Currently for the 2021-2022 school year, the district has a local chronic absenteeism rate of 7.13%, with some sub-groups much higher. Student suspensions have also significantly increased, student behaviors have been tremendously impacted by the pandemic and this is an area of priority for the district. The 2021-2022 local data shows our suspension rate at 3.75%. In order to address these indicators, the district will continue to implement Panorama as a tool to measure student engagement and conditions and climate. During the 2019-2020 school year, Panorama began to be implemented school wide, the process began by training school counselors and outreach specialist. During closure OSD staff continued the use of the Panorama surveys but were unable to train teachers on the instructional tools available. During

the 2021-2022 school year, school counselors worked to align lessons for teacher based on Panorama results, teachers were provided training on the tools within Panorama. Additionally, the district is developed its MTSS handbook for both academic as well as social emotional learning to ensure that student needs are addressed on both sides at all tiers of the MTSS process. Principals and assistant principals have been trained on using the SST process to support students.

While each of the local indicator self-reflections tools were implemented with stakeholders and the 2022 Dashboard will indicate 'met', in the fall, we feel strongly that connecting with all educational partners as well focus on standards based instruction continue to be a priority.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Oxnard School District has a district Strategic Plan focused on the development of a student profile that articulates what the district wants to see in students as they promote to high school. The profile calls for students to

- Be able to create, communicate, collaborate, design, apply new knowledge in real life and different contexts.
- Be confident, solution oriented as evidenced by growth mindset.
- Be provided with learning opportunities to become readers, writers, and mathematical thinkers.
- Be digitally, artistically and linguistically prepared to lead.
- Be prepared for high school, college and career.
- Become self-advocates and select opportunities to prepare them for the future.

This profile guides the development of the LCAP. There are 3 areas that are highlights that OSD believes will move towards accomplishing this vision.

1. The District commitment to building human capital. Body of research supports that greatest student achievement is directly connected to the teachers in the classroom and the adults who interact with students. This LCAP represents the commitment to invest in developing strong educators, leaders, and families through professional development opportunities and parent engagement opportunities. Providing these experiences will ensure that as the Oxnard School District community all stakeholders are working towards the same goal.

2. Equity and access for all students, coupled with the mindset that the ethnic and linguistic diversity in Oxnard are an asset to be celebrated, encouraged and reenforced is another highlight of this LCAP. This is accomplished in this LCAP by expanding learning opportunities, providing differentiation in instruction, and focusing on the needs of all community members, including African American, Mixteco, and students with special needs. In addition, the expansion of the biliteracy program provides access to many families and students. Aside from the academic component, the social and emotional well-being of students and families is a highlight of this LCAP. This is evidenced by the investment in counselors, Outreach Consultants, Health Aids and LVNs. The District is committed in ensuring students and family's needs are met, this is also evidenced by investment in child nutrition, transportation, translation services and many other actions.

3. The third highlight of this LCAP is the Tiered approach to meeting student academic needs. Starting with a focus on first instruction, both in English instruction programs, as well as in the biliteracy programs across content areas. Followed by evidenced based Tier II interventions in both literacy and mathematics. Tier III, provides students more individualized opportunities in learning through tutoring

opportunities and interventions before and after school. In addition, the continued development of programs, systems and supports within the Special Education department ensure that students most in need are identified early and are provided high quality educational programs. Oxnard School District's current enrollment shows that 91% of students are part of the unduplicated student group and the actions in the LCAP will improve student outcomes and enhance the development of the student profile.

In developing the LCAP annually, Oxnard School District measures its progress in meeting the specific requirements. LCFF priorities also include the review of Local Indicators measured through self-reflection. The 2022 -2023 LCAP Goals include metrics that will show 'met' when the CA Dashboard opens to the public in the fall of 2022. "Met" indicates that the district completed a reflection for each state's priorities aligned to the local indicators. The CA Dashboard will indicate each reflection in its entirety on the public website. Failure to complete the reflection will result in a 'not met' on the dashboard. The district dashboard will show 'met' and will use the information to support the actions & services addressing the conditions of learning, pupil outcomes, and engagement. Local Indicators address the following state priorities- Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1), Implementation of State Academic Standards (LCFF Priority 2), Parent and Family Engagement (LCFF Priority 3), School Climate (LCFF Priority 6), and Access to a Broad Course of Study (LCFF Priority 7) For more information on Local Indicators <https://www.caschooldashboard.org/about/faq>. To view our district local indicators, please visit <https://www.caschooldashboard.org/>

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The Oxnard School District believes that educating our children is a shared responsibility, therefore stakeholder input and engagement is critical to the LCAP development process. The LCAP committee for the 2021-2022 consist of 38 participants: School Board President, District administrators representing all district departments, middle school administrators, K-5 Administrators, members of the Oxnard Educators Association, members of the Oxnard Supportive Services Organization, members of the California School Employees Association and 5 parents. To engage this committee, 2 LCAP meetings were held; March 9, 2022, April 19, 2022. The purpose of the meetings was to share the LCAP process with stakeholders, to gather input on needs of the district from the perspective of the different educational partners and to continue the development of two-way communication.

The LCAP process and draft was also shared with different parent and community groups, including DELAC, the Parent Advisory Committee, the African American Advisory Committee, the Mixteco Parent Advisory Committee Data was gathered from each parent group as to the specific needs from each group's perspective. Special Education representatives were present at least at one of each parent group meeting to provide information and gather feedback on special education programs.

In addition, an LCAP Panorama survey was created for both community and families in both English and Spanish. A google survey for staff was sent to all staff members. The surveys were posted on district website, and emailed to staff and families. Input was also gathered from staff through Curriculum Council meetings. These meetings are on-going and this space provides teachers an opportunity to give feedback and input on instructional needs connected to the State Priorities. Additionally, as a result of feedback on communication, the Education Services Department hosts a bi-weekly Coffee Chat, a virtual space where staff members can join to ask questions, share concerns and provide input on any topic related to schools and instruction. During the Spring of 2022 Educational Services hosted focus group opportunities for middle school teachers in all content areas to again solicit input on strengths and challenges at their schools and to ask for recommendations of improvement areas. The focus groups discussion centered around 5 areas connected to the State Priorities:

1. Standards Based Instruction
2. Curriculum and Course Access
3. Assessments
4. Professional Development
5. Miscellaneous including but not limited to school culture, facilities and over-all staff and school needs.

A total of 6 Focus Groups were held and a summary of findings was sent to teachers.

Student voice an input was gathered through regularly scheduled meetings with the Superintendent Fellows. This group is comprised of a student representative from every school site. They meet regularly with the Superintendent to provide input on their experience at the school site, to make recommendations on what students need to be more successful, and to provide feedback on district programs.

The Public Hearing for the LCAP was held on June 1, 2022, during this time, the Superintendent will provide written responses to all of the received comments as well as to the necessary committees. The LCAP will be taken to the School Board for approval on June 22, 2022. No written responses were asked by committee members in between public hearing and approval process.

- The SELPA will be participating and available to consult on several activities that align with a district's LCAP discussions and development. This would include the following: Targeted Monitoring & Intensive Monitoring Reviews: Special Education Plan

Operations Cabinet Meetings Superintendents' Policy Council Inquiry and Implementation Network Meetings 1-1 meetings as requested and may align to your Draft LCAP review meetings with the VCOE's Accountability and Continuous Improvement team.

A summary of the feedback provided by specific educational partners.

As a result of the outreach to the different stakeholders, there were several trends that surfaced and aligned to LCFF State Priorities. The first area that was shared by multiple groups centered around the need to provide students with additional resources to address the impact of COVID 19 on the learning process. This concern was present in all meetings as well as data gathered via surveys. Some of the suggestions were summer school, additional before or after school opportunities, and opportunities to work with intervention teachers. Additionally, stakeholders recommended the need of individualized support for students. To address this need, suggestions were made to provide schools with lists of evidenced based intervention materials. Additionally, in order to meet students' needs, certificated staff felt strongly they needed structured planning time. Staff also requested training on differentiation of instruction. Another area that was discussed, mostly by staff, was the need to invest in more teacher training on evidence-based practices to support the literacy gaps that students will likely have as a result of school closures. Class size was also addressed as a need.

Another area that was a trend among all of the different stakeholders was the need for additional social and emotional support for students. It was recommended that students receive instruction on how to cope with the trauma experienced during Covid-19 pandemic. The need for additional counselors was shared by several groups both in meetings and via surveys. Connected to this, staff voice concerns about the extreme challenging behaviors experienced in school during the 2021-2022 school year and the need for a universal, systematic approach to address discipline, including restorative practices.

Via the staff survey, staff shared the need for more professional growth opportunities. In disaggregating the data, this was most evident with classified staff. Additionally, staff continued to share concerns around district wide communication and a forum to provide more feedback. During the 2021-2022, school year, central office provided several opportunities for feedback for certificated staff, such as Coffee Chats, Curriculum Council, Middle School Focus groups and interest surveys. However, these same opportunities are a need for classified staff. Staff felt strongly that staff needed to be better compensated over-all and that compensation for providing students tutoring and for attending professional development be improved. Finally, a recurring theme was also around the upkeep, maintenance, and cleanliness of school facilities.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Stakeholder input was prioritized by how much direct contact and impact the action or services recommended had on students, particularly students with greatest needs and who have been most significantly impacted by Covid-19. This includes students experiencing homelessness and foster youth.

Stakeholder input greatly influenced many sections of the 2022-2023 LCAP. As a result of the information provided several services have been included in the updated LCAP. In terms of student achievement and instruction, services added are the following:

- Hiring MTSS coordinators than can assist in the SST and MTSS process to ensure that there is a clear process for identifying student needs, creating appropriate goals and providing systematic evidence-based interventions in Language Arts and Mathematics.
- Purchase and Implementation of a Tier 11 Mathematics Intervention program
- MTSS Handbook to clarify process and identify resources
- Training for staff on Culturally Responsive practices
- Funding to provide staff with new PD hourly rate to encourage attendance for professional development opportunities
- Increased hourly rate to provide tutoring support for students
- Continued offering of the Independent Study Program
- Partnership with Oxnard College to allow students to take college courses.
- Establish Middle School Focus Groups to solicit input on instructional focus and shifts in instruction.

The recommendations for student social and emotional well-being new services included in the LCAP are:

- Addition of counselors to support students both during school and as part of the Expanded Learning Opportunities Program
- Addition of two social workers to meet the needs of all students
- The implementation of structured counseling support by providing counselors with additional training
- The implementation of a mentoring program though university and community partners with the outcome of helping students develop pride in their identity, connections with the community and develop the skills to prepare them for college and career.

The actions in the LCAP have supported the continuing engagement of parents and families in the district. In addition to DELAC and PAC, in 2021 Oxnard School District established the African American and Mixteco Steering Committees and African American and Mixteco parent focus groups in an effort to engage racial groups that have been traditionally and historically underrepresented and underserved. These parent groups have had many opportunities to voice their needs and to engage in the district's decision-making processes by providing ongoing input on the development of the LCAP goals, the use of ESSER III funds, the new layout and design of the district's website, and the development of a district level Parent and Family Engagement Policy. In some of the parent groups the need for more parent support on instructional programs, technology and school information was shared. Families in the African American parent group shared that they see the need to ensure all staff receive sufficient training on culturally responsive pedagogy and inclusive practices and the implementation of a diverse curriculum that is representative of the African American culture/history.

Goals and Actions

Goal

Goal #	Description
1	This Broad Goal Addresses Student Outcomes, Engagement and the Conditions of Learning.. Oxnard School District will ensure all students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.

An explanation of why the LEA has developed this goal.

This goal was developed because student data show that Oxnard School District needs to increase academic achievement of all students, including unduplicated students and student groups with a performance gap. The metrics were chosen for this goal because these metrics provide both statewide and local assessment metrics that are able to be disaggregated by student group to ensure that all student groups are being addressed and held to high standards. The 2121 Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Basic Services, State Priority 1, Implementation of Standards, State Priority 2, Access to Broad Course of Study, State Priority 7. All of these metrics will allow the district to measure and monitor year to year growth of all students and students with performance gaps. The actions and metrics were selected because the district feels strongly that though evidenced based first instruction teachers will provide students the rigorous instruction necessary for students to be successful. Additionally, OSD is committed to ensuring this success by providing students research based biliteracy instruction. OSD believes the instructional practices are fundamentally important for students continue to improve academically and prepared for college and career.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 1 Basic Services Access to Standard Aligned Materials	CA Dashboard 100% Fall 2020 (per Williams)	100% Fall 2021 (per Williams)			CA Dashboard Maintain/100%
Priority 1 Fully Credentialed Teachers	CA Dashboard 100% Fall 2020 (Census Day)	CA Dashboard 97% Fall 2021 (Census Dy)			CA Dashboard Maintain/100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 2 Implementation of all CA state standards, including how ELs will access the CCSS and ELD standards Local Indicator	CA Dashboard Rating of 3/5 as of 2020	Local Indicators CA Dashboard Rating 4/5			CA Dashboard Increase to a rating of 5/5
Priority 4 SBAC Language Arts	Language Arts 29.73% Met or Exceeded -All 5.43% Met or Exceeded - EL 26.29% Met or Exceeded - SED Mathematics 17.24% Met or Exceeded -All 4.02% Met or Exceeded - EL 14.98% Met or Exceeded - SED	Most recent data is 2019 Language Arts 29.73% Met or Exceeded -All 5.43% Met or Exceeded - EL 26.29% Met or Exceeded - SED Mathematics 17.24% Met or Exceeded -All 4.02% Met or Exceeded - EL 14.98% Met or Exceeded - SED			Language Arts 45% Met or Exceeded -All 20% Met or Exceeded - EL 41% Met or Exceeded - SED Mathematics 23% Met or Exceeded -All 19% Met or Exceeded - EL 30% Met or Exceeded - SED
Priority 4 Pupil Achievement	50.6 Average Distance from Met All Students 2019	Most recent data is 2019			11 Average Distance from Met All Students 2019

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard Language Arts	66.6 Average Distance from Met EL	50.6 Average Distance from Met All Students 2019			27 Average Distance from Met EL
	57.9 Average Distance from Met SED	66.6 Average Distance from Met EL			18 Average Distance from Met SED
	59.1 Average Distance from Met Foster Youth	57.9 Average Distance from Met SED			20 Average Distance from Met Foster Youth
		59.1 Average Distance from Met Foster Youth			
Priority 4 Pupil Achievement CA Dashboard Smarter Balanced Math	87.2 Average Distance from Met All Students 2019	Most recent data is 2019			48 Average Distance from Met All Students 2019
	97.9 Average Distance from Met EL	87.2 Average Distance from Met All Students 2019			58 Average Distance from Met EL
	93.8 Average Distance from Met SED	97.9 Average Distance from Met EL			54 Average Distance from Met SED
	119.3 Average Distance from Met Foster Youth	93.8 Average Distance from Met SED			80 Average Distance from Met Foster Youth
		119.3 Average Distance from Met Foster Youth			

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 4 Pupil Achievement CA Dashboard California Science Test	Science 2019 29.93 % Met or Exceeded -All 2.90 % Met or Exceeded - EL 18.75 % Met or Exceeded - SED	Most recent data is 2019 Science 2019 29.93 % Met or Exceeded -All 2.90 % Met or Exceeded - EL 18.75 % Met or Exceeded - SED			Average Distance from Met All Students 2019 Average Distance from Met EL Average Distance from Met SED Average Distance from Met Foster Youth
Priority 4 CAA Language	English Language Arts 2019 15.91% Met or Exceeded Mathematics 9.9% Met or Exceeded	Most recent data is 2019 English Language Arts 2019 15.91% Met or Exceeded Mathematics 9.9% Met or Exceeded			
Priority 4 STAR 360 - Early Literacy	33.2% Met or Exceeded	38.3% Spring 2022			63% Met or Exceeded
Priority 4 STAR 360 - Literacy	27.2% Met or Exceeded	25.6% Spring 2022			57% Met or Exceeded

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 4 STAR 360 - Spanish Early Literacy	53.9% Met or Exceeded	58.2% Spring 2022			75% Met or Exceeded
Priority 4 STAR 360 - Spanish Literacy	49.2% Met or Exceeded	50.6% Spring 2022			75% Met or Exceeded
Priority 4 STAR 360 - Mathematics	16.3% Met or Exceeded	17.3% Spring 2022			50% Met or Exceeded
Priority 4 Pathway towards Seal of Biliteracy	30% of students	30.5% of students			70% of Students in DLI programs
Priority 4 English Learner English Proficiency (ELPAC) CA Dashboard	50.4% making progress towards English language proficiency	CA Dashboard - Will update when data is available			CA Dashboard
Priority 7 Access and Enrollment in a broad course of study Master Schedules	Standard met on the CA Dashboard Student schedules indicate access	Standard met on the CA Dashboard Student schedules indicate access			CA Dashboard Maintain
Priority 8 Other Pupil Outcomes Physical fitness Test	CA Dashboard Grade 5 58.5% Aerobic Capacity 49.2% Body Composition	Will update when data is available			CA Dashboard Aerobic Capacity Body Composition Abdominal Strength Trunk Extension Strength

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	46.3% Abdominal Strength 81.1% Trunk Extension Strength 50.9% Upper Body Strength Flexibility Grade 7 55.7% Aerobic Capacity 46.9% Body Composition 59.5% Abdominal Strength 79.7% Trunk Extension Strength 43.4% Upper Body Strength 79.5% Flexibility				Upper Body Strength Flexibility Aerobic Capacity Body Composition Abdominal Strength Trunk Extension Strength Upper Body Strength Flexibility
K-8 District. High School dropout rate, graduation rate, UC A-G requirements, CTE pathways and AP do not apply.	N/A	N/A			N/A
Priority 5 Pupil Engagement Middle School Drop Out Rate	CALPADS - Fall 1, Report 8.1c indicates 2 drop outs/5227 total enrollment which = .0004% drop out rate.	CALPADS - Fall 1, Report 8.1c indicates 2 drop outs/5087 total enrollment which = .0004% drop out rate.			CA Dashboard Met 0%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	3 professional learning days	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Given this percentage creating a program that addresses interventions alone will not suffice. The Oxnard School District strongly believes that best first instruction will have the greatest impact on improving the outcomes for these students. In order to do this; the district will be providing staff 3 additional professional development days to staff before the start of the school year. These days will focus on:</p> <ul style="list-style-type: none"> • Social and Emotional programs and strategies • Mathematics and Balanced Literacy • Evidenced based instructional strategies • District programs and resources aligned to instruction <p>These actions will increase services for unduplicated students by improving teaching and learning focused on rigorous grade level standards.</p> <p>Teacher Extra Time: Resources: Contracts:</p>	\$2,700,000.00	Yes
1.2	Student Literacy Interventions	<p>Oxnard School District's unduplicated students are some of the lowest performing student groups on state and local assessments. In order to address these learning gaps the district will implement a comprehensive intervention program in Literacy.</p>	\$2,560,005.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Literacy Intervention teachers will be provided for all K-8 and elementary schools in order to provide evidence based literacy intervention.</p> <p>Middle School's will receive Literacy Intervention Extra Period, Grades 6-8</p> <p>Intervention teachers will utilize Leveled Literacy Intervention (LLI) Program. This program will require training staff and purchasing the necessary material and resources to support a successful implementation . LLI is a research- based supplementary intervention system designed to help teachers design powerful daily small group instruction for the lower achieving students in the early grades.</p> <p>LLI Professional Learning will provide Literacy Intervention teacher training on LLI, specifically on the overview of the lesson framework, assessing and grouping students, teaching within the LLI lessons, using the prompting guide, understanding the demand of texts and documenting progress.</p> <p>In addition, this will include all interventions for students receieing Special Educaiton services outside of the core curriculum.</p>		
1.3	Development in Literacy	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students.</p> <ul style="list-style-type: none"> • This action is designed to build the collective capacity to improve first instruction in literacy through continued funding of subject-expert leaders, teacher supports through collaboration , and professional development • Implement 1st -8th Grade interim assessments. 	\$400,425.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards • The additional professional development increases the effectiveness of teaching state standards. • All professional development includes components designed to improve teaching of English language learners. • Professional Development focused on Balanced Literacy provided by consultants to help teacher leaders. • Teachers and site administrators will be provided the guidance and support to design and implement effective lessons that yield high-impact literacy instruction for all students. • Lexia Core 5 and Power Up Subscriptions 3 Year License Subscription will support students' literacy development in combination with first instruction. 		
1.4	Continue expansion and refinement of District Dual Language Programs	<p>English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. Dual Language Immersion Programs remove barriers while providing access to the core curriculum in the primary language.</p> <ul style="list-style-type: none"> • An expansion of a well established English learner program • The program increases English literacy while maintaining the primary language • The expectation is that students are prepared to receive the pathway to the Seal of Biliteracy Award. <p>Currently the Oxnard school District has 10 Dual Language schools, ranging in grades Kinder -8th grade. Nine of the programs follow the 50-50 model and one program follows an 80-20 model. The District has embarked on a redesign of the Dual language Programs by converting the programs to school wide programs rather than strands within the school. The district is currently entering the 4th year of redesign and anticipates full implementation by the year 2024-</p>	\$914,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>2025. In order to effectively carry out this vision, the district has developed a comprehensive staff development and support plan that includes district and site leaders, teachers, parents and support staff. These combined actions will increase access to the core curriculum and increase English Learner performance on state and local assessments</p>		
1.5	Development in Mathematics	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students.</p> <ul style="list-style-type: none"> • This action is designed to build the collective capacity to improve mathematics instruction through continued funding of subject-expert staff leaders, teacher supports through collaboration, and professional development • Implement 1st -8th Grade interim assessments Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards • The additional professional development increases the effectiveness of teaching state standards. • All professional development includes components designed to improve teaching of English language learners • Subject-expert staff leaders assist with professional learning, understanding new curriculum, and support teachers in the classroom adopted math curriculum and training on the implementation of ELD and state standards through the curriculum will effectively meet the needs of unduplicated students by providing access to the standards. Effective first teaching is essential to learning state standards and will improve student scores on state assessments <p>In addition to first instruction, the district will provide students support with a Tier two math intervention program that will be targetd for</p>	\$1,354,250.00	Yes

Action #	Title	Description	Total Funds	Contributing
		students who are performing below grade level as part of the districts Rtl process.		
1.6	Expansion of Learning Opportunities	<p>Oxnard School District's unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. Expanded Learning Opportunities for out of school time are an effective way to supplement students instructional program rather than supplant. This action will provide unduplicated students more time in school, with adults providing academic support, social and emotional support, enrichment and intervention opportunities. These supports include but are not limited too access to counselors, the arts, fieldtrip opportunities etc. The goal of this action is to expand learning opportunities to include a nine hour school day which involves before and after school activities.</p> <p>We have three zones in our district. Each zone has a different school start time. Zone 3 has the latest start time which creates a need for a before school program. This program will support the academic, enrichment and SEL needs of students before school. Students will have the opportunity to have breakfast an activity and a positive start to their day.</p>	\$15,407,352.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.7	Student Technology Access and Annual Refresh	<p>Experience has shown that low income students do not have reliable access to technology; and to fully prepare students for college and career it is critical to include consistent use of technology in the classroom. In order to do this, the district must maintain a district level department to support the 1:1 device program implemented in all Pre-school-8th grade classrooms. The Technology Services Technicians provide educational technology support to students, staff, and families at all 21 school sites in support of the Districts 1:1 Device Program.</p> <p>This action includes replacing lost, damaged, and obsolete classroom and student technology. This includes the cost of student wifi hotspots and refreshing aging devices to support the Districts 1:1 device program as needed for student centered and project-based instruction to increase student achievement in Math and ELA.</p>	\$4,593,259.00	Yes
1.8	Further Develop Early Childhood Education	<p>Research has shown that starting school early assists English learners, foster youth, and students living in poverty to be more prepared to read by third grade. The Oxnard School District will offer Universal Transitional Kindergarten (UTK) to all 4-year old students starting in the 2022-2023 school year.</p> <p>In order to maximize the effectiveness of services and adhere to new UTK mandates, District will assign Preschool Teachers to UTK classrooms to meet adult/child ratios and to assist in the delivery of high quality and developmentally appropriate instruction to young learners.</p> <p>Classrooms environments will be furnished with developmentally appropriate equipment and classroom materials to meet the UTK mandates and the needs of younger students.</p> <p>All Kinder classes will be provided with a paraprofessional to support differentiation of instruction to meet the needs of diverse learners.</p> <p>In order to effectively deliver instruction, TK and Preschool Teachers will be provided with professional development on all new UTK instructional mandates, including Preschool Foundations, Frameworks, Desired Results Developmental Profile (DRDP), and Socio-Emotional practices. Professional Development will also include</p>	\$5,840,464.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Developmentally Appropriate instructional Practices in the delivery of current District adopted TK curricula.</p> <p>In order to effectively deliver instruction, TK and Preschool Teachers will be provided with professional development on all new UTK instructional mandates, including Preschool Foundations, Frameworks, Desired Results Developmental Profile (DRDP), and Socio-Emotional practices. Professional Development will also include Developmentally Appropriate instructional Practices in the delivery of current District adopted TK curriculum.</p> <p>Through collaboration with CA Education Partners, early childhood education teachers will be provided with opportunities for site-based supports that will allow teachers to observe classroom instruction, and in grade level and vertical collaboration guided by coaches, use observations and a variety of sources of data make instructional decisions that guide their use of evidence-based practices.</p> <p>The Oxnard School District is committed to ensuring early childhood education is aligned to elementary education. To support this the District will provide opportunities of on-going collaboration between Preschool teachers and elementary teachers. Articulation between Preschool - 3rd grade teachers provides an opportunity to share grade level goals and expectations in order to effectively design and deliver lessons appropriate to the academic needs of their students and to support trajectory of growth/learning between grade levels.</p> <p>To facilitate the transition for students, the District provides a summer learning program called Ready, Set, Go! Pre-school Kinder transition/School Readiness. This is a 4-week opportunity for incoming Kindergarteners targeting students without prior preschool/TK experience. Focusing on Language Arts, Mathematics, and STEAM. Pairing Kindergarten and Preschool Teachers to facilitate summer sessions. Includes salaries, benefits, instructional materials and supplies.</p> <p>Early Childhood Education (ECE) Department personnel - The ECE Department organizes and oversees early childhood education services, including the roll-out of UPK/UTK programming, Preschool-3 grade alignment and collaboration, Ready, Set, Go! summer program, professional development and instructional support, family supports and wrap around services, partnerships with local early care providers,</p>		

Action #	Title	Description	Total Funds	Contributing
		<p>and ECE related activities. Personnel includes Director, Administrative Assistant, Office Assistant II, one (1) TOSA, two (2) Family Liaisons, and one (1) IT Tech to serve San Miguel and TK classrooms across the district.</p>		
1.9	Implementation of State Standards	<p>The District's professional learning is anchored in the California English Language Arts (ELA)/English Language Development (ELD) and Mathematics Frameworks and targets the implementation of integrated and designated ELD instruction.</p> <p>Oxnard School District's low income and English learner student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of English learners and low-income students.</p> <p>To support the goals and objectives of the District, There is a need to have Central Office Staff in the Educational Services Department . This includes:</p> <p>Department of Curriculum, Instruction, Assessment and Accountability Manager Mathematics & Physical Education Science Instructional Specialist 2 Instructional Technology Teachers on Special Assignment 2 English Learner Teachers on Special Assignment 1 Consulting Teacher</p> <p>The overarching goal of the consulting teacher is to provide support for teachers and to help them develop their capacity, as defined by the California Standards of the Teaching Profession. The consulting teacher will support and assist teachers with improving instructional performance.</p>	\$1,556,668.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Teachers on Special Assignment will develop their knowledge on best instructional practices (Planning/Balanced Literacy) Teacher Collaboration and planning for Middle School teachers 50,000</p> <p>Implementation of state standards includes teaching and learning around Human Growth and Development and Physical Education</p>		
1.10	Data Management Systems to Support Implementation of District standards	<p>Oxnard School District's unduplicated population are some of the lowest performing student groups aon state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. This action allows for the continuous monitoring of student achievement to inform instructional practices:</p> <ul style="list-style-type: none"> • The district will continue to use Ellevation for reclassifications, monitoring and tracking interventions for English language learners, and training for teachers and administrators. • The district will purchase and maintain a student data management system (such as Illuminate) to manage assessment data to create disaggregated reports in order to accurately monitor student progress in inform instructional actions, including intervention and enrichment. • Provide professional development to district and site administrators and teachers on use of SDMS. <p>Doc-Tracking Document Template System, Maintain templates for required documents (including translation) such as: LCAP, SPSA, CSSP, SARC.</p>	\$571,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.11	Expansion of District GATE program and Specialized Programs	<p>Historically, unduplicated students have been underrepresented in these accelerated programs. The following services are principally directed toward unduplicated students and provide support to be successful in the programs.</p> <ul style="list-style-type: none"> • Universal screening at the end of Second grade for all students • Professional learning focused on strategies for accelerated learners • Summer professional learning • Summer professional institute for AP for teachers <p>Additionally for unduplicated students it is important to provide access to classes that prepare them for college opportunities. The District will accomplish this by supporting AVID classes at all middle schools and AVID Excel for English Learners.</p> <p>The Youth Cinema Project provides enrichment standard-aligned opportunities for students to prepare for college and career.</p> <p>These programs will be supported and overseen by the Director Enrichment and Specialized Programs.</p> <p>As a result of this action, more low income, English learners and foster youth will attend a four year college or university As a result of the services listed above more unduplicated students will be successfully involved in these accelerated programs</p>	\$935,637.00	Yes
1.12	Expanded Summer Learning	<p>Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. Unduplicated students benefit from additional time school with a variety of learning opportunities. OSD is planning a robust Summer School program. The Summer Writing, Science and Math Camp is a full day program and is offered to students in Grades K-8. The program is run with the support and planning of credentialed</p>	\$1,500,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>teachers to run an enrichment based academic program in the morning with the afternoons operated in partnership with our Afterschool program. The program will operate for one month of the summer. Transportation will be provided district wide to ensure access for all students.</p> <p>These actions will increase access to the core curriculum and provide specific interventions identified for each low income and English learner student. These efforts will lead to increased student performance on state and local assessments</p>		
1.13	Special Education	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Special Education Department serves grades Pre-School through 8th many who are part of the unduplicated student group.</p> <ul style="list-style-type: none"> • Academic Services • Social and Emotional Services • Mental Health Services • Alignment with General Education • Specialized Curriculum • Programs to serve students across the special education continuum 	\$7,600,000.00	Yes
1.14	Equity and Access	<p>Oxnard School District's unduplicated student population is one of the lowest performing student groups on state and local assessments and require intervention courses which can impact their access to a broad course of study.</p>	\$280,238.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>All Middle Schools provide a broad course of study for students by ensuring that all unduplicated students have access to electives, core classes and intervention by adding an intervention period at the end of the day.</p> <p>Each comprehensive middle school will have 3 additional periods per grade level in order to provide intervention support for students. The teachers teaching these periods will work closely with each English language arts and math professional learning community using the cycle of continuous improvement to address the needs of each student and provide any additional academic support a student may need to achieve mastery.</p> <p>Additional supports include:</p> <ul style="list-style-type: none"> • Schools offer students a variety of electives including, but not limited to music teachers, art elective teachers. • Coaching for Equity Professional Learning for TOSAs. In line with the district’s mission and vision, all teachers on special assignments will develop their knowledge of equitable practices and how to transfer such knowledge to their day to day practice. <p>The Manager of Equity, Family and Community Engagement supports district wide work related to fostering equitable learning environments and opportunities for all students, especially students of color; designs and manages programs to engage families at both the school and district levels as partners for the purpose of supporting the academic and social-emotional wellbeing of all students; promotes school and district programs within the community; develops partnerships with local organizations; facilitates open forums for a variety of stakeholders.</p>		
1.15	Recruitment, Selection and Retention of Human Capital	The Oxnard School District believes that it will accomplish the district mission “Ensure a culturally diverse education for each student in a	\$808,727.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>safe, healthy and supportive environment that prepares students for college and career opportunities” by</p> <ul style="list-style-type: none"> • Recruiting and retaining exceptional people • Establishing strategic Work: Recruitment, Selection, Retention and Operations • Maintaining labor relations with three associations. 		
1.16	Instructional Resources and Supports	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. These student groups Provide district adopted and supplemental textbooks/instructional materials to support instruction.</p> <p>District-wide Assessments and Reading Programs (Renaissance: Star/AR/MyON). Use the Renaissance Star 360 Program district wide as an assessment tool to identify students for intervention placement and leveled instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Administration occurs at least 3 times a year. Use of the Accelerated Reader Program will support reading comprehension and fluency. Use of the MyON program will support reading comprehension through access on 1:1 devices at home, with or without internet access. Professional development to support Star/AR/MyON.</p> <p>TK- K Para educators</p> <p>OSD will provide tutoring for students that struggle with educational continuity and academic growth due to the impermanence of their housing. Tutoring will improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math.</p> <p>269,120</p>	\$357,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.17	Support of School Libraries	<p>Many unduplicated students have limited access to reading material and technology. This action is principally directed towards and effective in meeting the needs of unduplicated students. School libraries have the ability to bridge the gap between privileged and at-risk students by providing equal access and resources for learning.</p> <ul style="list-style-type: none"> • Library Technicians at elementary schools will be maintained. • Access to diverse titles for students including titles in multiple languages. • Access to technology through the library will continue to be provided for students who may not have access to technology at home • Provide E-books and E-readers that allow students to listen to books will support readers for whom English is not the primary language spoken at home <p>The actions above will put more high interest, curriculum aligned books and technology in the hands of unduplicated students. As a result, unduplicated students will have the resources to improve scores on state and local assessments.</p>	\$962,116.00	Yes
1.18	Implementation of State and Local Assessments	<p>Implementation and support of required State testing district-wide for CAASPP, PFT and ELPAC. Initial ELPAC occurs in the fall. CAASPP, PFT and ELPAC Summative occurs in the spring. The Testing Coordinator helps manage all district and state required assessments, provides technical support to staff.</p> <p>CA Spanish Assessment (CSA) Focus Group, Bring 3-8th grade DLI teachers to discuss the best approach to implement the CA Spanish Assessment for students enrolled in the district's biliteracy program.</p>	\$327,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Students in 8th grade who have participated in the district's DLI program will have the option of registering for the AP Spanish Language Exam.</p> <p>AP Spanish and Language Examination, \$13,000.00</p>		
1.19	Professional Learning to prepare staff for implementation of state standards	<p>Coordinate with all Oxnard School District departments and Schools to ensure that trainings and job-embedded learning opportunities are provided for teachers, administrators, and classified staff. These training will support the district's strategic plan and further develop the student and staff profile.</p> <p>These trainings will include District Administrators, teachers and staff the opportunity to attend the yearly CAFE and other conferences conference which focuses on the most current research and best practices to meet the needs of second language learners. Best practices will be shared with teachers and administrators through meetings, collaboration opportunities, model lessons, and support with lesson design and delivery.</p>	\$572,200.00	Yes
1.20	Developing Human Capital	<p>New Teacher Orientation provides necessary information and resources to teachers who are new to the district to support them in instruction and as employees. Specialized training is provided to Special Education teachers. The Orientation is coordinated between Educational Services and Human Resources and is provided before the start of the school year.</p>	\$407,808.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Curriculum Council ensures that communication is two-way with staff, this forum allows for teachers to receive the information they need on a regular basis</p> <p>Training for Substitute Teachers</p> <p>Training for Classified Staff</p>		
1.21	Maintain District Learning Management System	<p>Canvas</p> <p>Canvas is a classroom software program for all students in grades PK-8, families and staff that is used to organize and present online learning material, assess and supports student learning and have students engage in courses where they can receive feedback about skill development and learning achievement. Canvas provides avenues to support UDL and collaboration of students and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students.</p>	\$269,030.00	Yes
1.22	English Language Learners Support and Services	<p>English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. It is important that within the category of English Learners we acknowledge and differentiate for the various typologies that exist. In order to support their academic growth the following are necessary:</p> <p>Implementation of English Learner curriculum and resources</p> <p>Newcomer Academies, to maintain Newcomer teachers and paraeducators, provide professional development and teacher</p>	\$772,800.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>collaboration related to the program and to purchase support materials and/or technology as well as other resources to support student acquisition and development of English and math skills.</p> <p>Interventions opportunities</p> <p>Migrant Education support services</p> <p>These combined actions will increase access to the core curriculum, provide specific interventions, and increase English Learner performance on state and local assessments.</p>		
1.23	Additional Teachers Above Base Staffing	The unduplicated student population are some of the lowest performing student groups on state and local assessments and require more in classroom support as well as more time with intervention and support staff.	\$4,000,000.00	Yes
1.24	School Site Allocations to be Prioritized by School Site Council	<p>The unduplicated student population is often some of the lowest performing groups in the data reflected in the California Dashboard, required LCAP metrics and, local LEA metrics.</p> <ul style="list-style-type: none"> • Each school site receives an allocation based on the school’s enrollment of low income, English learner, and foster youth • Each school is required to evaluate LCAP data points as related to low income, English learner and foster youth student populations, to assure plans focus on addressing the needs of unduplicated students • Site personnel work with School Site Councils to inform stakeholders of goals and targets, and incorporate data and 	\$5,153,505.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>leadership feedback to appropriately revise plans, with the focus on LCAP goals and expected outcomes for unduplicated students</p> <ul style="list-style-type: none"> • Each School Site Plan (Single Plan for Student Achievement-SPSA) specifies how LCFF funding addresses identified needs and meets LCAP district and site goals for unduplicated students • Products and services provided specifically for unduplicated students through the site plans include: <ul style="list-style-type: none"> o Supplemental materials and technology o Academic interventions and supports o Supplemental counseling and psychological services o Staff for attendance support o Parent involvement support o Bilingual office staff • School site plans are evaluated by district leadership to assure each action within the plans were effective in promoting and meeting the LEA’s goals for its unduplicated students and reaching the LCAP site targets, which correlate with LCAP district targets for improvement • Developing a site-based plan for English learners is a specific requirement of the site planning process • The annual LCAP review and revision process corresponds with the site planning process and allows district leaders to review data with site leaders to verify how the actions at the sites are effective in meeting the goals and targets for unduplicated students as measured by the California Dashboard, required LCAP metrics and local LEA metrics. Each site has specific deficits as measured by this variety of metrics, Oxnard School District has designed this action to address this issue. The actions implemented by each school site will have a positive impact on the outcomes in the California Dashboard for the unduplicated students of Oxnard School District. 		

Action #	Title	Description	Total Funds	Contributing
1.25	Maintain 24:1 TK- 3rd Grade Average	With full implementation of the Local Control Funding Formula (LCFF), maintaining a 24 to 1 class size average is now a requirement by legislation. Class sizes in the district will continue to be maintained at a 24 to 1 ratio, and the investment will be reflected in the Base Instruction action within the LCAP.		Yes
1.26	Maintain Additional Services for Students at Risk of being Expelled	<p>Students at risk of being expelled need significant supports.</p> <ul style="list-style-type: none"> • The three comprehensive middle schools will maintain Opportunity classes for grades 6-8. • Students in 6th – 8th grade with significant behavioral issues are provided in-depth academic and social-emotional support. • Cross disciplinary professionals work together to address chronic absenteeism • Maintain individual counseling program to reduce peer conflict and emotional outbursts • Anger management • Grief counseling • Close monitoring of grades and academic interventions <p>As a result, low income students will improve attendance, decrease suspension rates and chronic absenteeism</p>	\$444,434.00	Yes
1.27	After School Tutoring	<p>Oxnard School District’s low income student populations are some of the lowest performing student groups on state and local assessments.</p> <ul style="list-style-type: none"> • Provide extended learning opportunities through teacher and tutor supports principally directed to low income students in elementary and middle schools to increase academic achievement 	\$100,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • After school tutoring programs impact student achievement, especially for at-risk students • In one study the benefits of an afterschool tutoring program included increased student achievement, a higher self-esteem, more participation in class, and an increase in homework completion (Baker, Reig, & Clendaniel, 2006) • This action will provide personalized learning identified for low income students. These efforts will lead to increased student performance on state and local assessments. 		
1.28	Instruction	<ul style="list-style-type: none"> • All costs associated with the delivery of instruction to students • All Schools are provided baseline instruction which includes classroom teachers, as well as clerical, music, nursing, custodial, safety, counseling and administrative staff based on the type of school (elementary, and middle) enrollment, and the size of the campus • All schools are provided allocations for instructional supplies and extra-curricular and co-curricular activities. 	\$47,458,417.00	Yes
1.29	Textbook Adoptions	Adopt and purchase new core textbooks in subject areas as the State Board of Education approved frameworks, assessments and instructional materials are made available. Consideration for English Learners, Special Education students and those in Dual Language Programs are part of the adoption process. Purchase any replacement materials.	\$3,203,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.30	Tier 3 and Special Education Interventions	<p>Specialized Interventions for students at risk and for students receiving special education services:</p> <ul style="list-style-type: none"> • Reading Intervention Supplemental Curriculum Reading Horizons • ST math Intervention for Sped • Teacher Leader trainings for implementation of professional development across subject • Placement for high need and at-risk identified student in special education • Unique – Moderate Severe Curriculum • Instructional and behavioral support 	\$2,150,000.00	Yes
1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	The district will build teacher and leadership capacity in cultural proficiency and effective school-family engagement by providing professional development opportunities, such as webinars, workshops, literature review/book study, and/or summer P.D. This action is principally directed towards preparing staff to better meet the needs of unduplicated student groups.	\$50,000.00	Yes
1.32	Developing Educational Leaders	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. To address the needs of students, school leaders are responsible for establishing equitable practices in our schools to ensure high leverage instructional practices are being used. For a school leader to be successful in their role, they need to lead the way in driving teaching and learning outcomes. This involves setting expectations about the school's learning practices and ensuring the organization's values and	\$345,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>behaviors focus on improving student success. School leaders require the professional development in the following areas:</p> <p>Developing instructional equity for student success Data driven decision making Creating school cultures through equity lens Universal Design for Learning practices Implementation of MTSS</p> <p>This action is principally directed towards meeting the needs of unduplicated student groups.</p>		
1.33	Independent Study Program	<p>The Independent Study program provides an optional, alternative instructional program for students whose needs may be best met through study outside of the regular classroom setting (OSD Board Policy 6158). Independent Study offers a means of individualizing the educational plan to serve students who desire a more challenging educational experience or whose health or other personal circumstances make classroom attendance difficult.</p> <p>Students in the Independent Study program work under the guidance of a teacher to complete assignments independently. Components of the Independent Study program are provided online or in person, with arrangements made in advance. As part of the method of study, students in grades TK – 3 are required to attend daily, synchronous instructional meetings with the teacher either in person or via internet or telephonic communication. Students in grades 4 – 8 are required to attend daily live interaction meetings with LEA classified or certificated staff to maintain school connectedness and synchronous instruction meetings with the teacher for the purposes of classroom instruction at least once per week.</p>	\$773,819.00	

Action #	Title	Description	Total Funds	Contributing
1.34	Middle School Collaboratives focused on the development of the OSD Student Profile	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. OSD will create a middle school task force to collaboratively assess, review the current middle school programs to ensure alignment of standards based instruction, assessment, curriculum and professional development. to support the characteristics of the OSD Student Profile and improve student achievement, mastery of standards and college and career readiness.	\$149,500.00	
1.35	District Wide Banking of Minutes	Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Given this percentage creating a program that addresses interventions alone will not suffice. The Oxnard School District strongly believes that best first instruction will have the greatest impact on improving the outcomes for these students. In order to do this, the district will be implementing Banking of Minutes districtwide. One day a week (Wednesdays), additional instructional minutes are "banked" to create a common planning time for staff. Students arrive at school one hour later on Wednesdays. Instructional minutes remain the same, according to California State mandates. During this hour the staff is involved in focused collaborative instructional planning.	\$1,898,000.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The 2021-2022 school year brought many complexities for the implementation of this goal. Most of the complexities were around the inability to execute many actions in this goal due to extreme staff shortages across all personnel at the school and central office level. One of the major areas impacted was action 2 of this goal. This required the hiring on Literacy Intervention teachers. Though we were able to hire the teachers at all of the TK-5 schools, the intervention did not go as planned because these intervention teachers were often pulled to substitute classes due to high teacher absences. Towards the Spring of 2022, the teacher substitute issue improved, and LIT teachers were able to truly begin to effectively provide literacy intervention. We believe this is still a valuable action and will continue to implement next year.

in the TK-5 schools. In the middle schools this action was less successful, OSD was unable to hire the teachers necessary to provide this service.

Another area of impact were all actions connected to professional development. Many of the professional development opportunities had to be postponed due to lack of teacher substitutes and challenges at school sites connected with COVID-19. OSD attempted to remedy this situation by providing professional development opportunities after school and on weekends, but these were not well attended. Again, in the Spring, some professional development opportunities were implemented with minimal attendance, it is anticipated that this action will be more effective during the 2022-2023 school year. Professional development opportunities will be provided during the summer of 2022.

Additionally, funds that were set aside for professional conferences were not expended as planned due to conferences continuing in virtual platforms. Holding meetings virtually also decreased cost of resources and materials.

Expanding learning opportunities for students has also been difficult to implement. Though the afterschool spaces were made available to expand the after-school program to serve more students, the lack of available staff made it difficult to fill the seats. However, to remedy this, the district increased services with contracted partners to provide enrichment opportunities. Despite these efforts, student attendance was low.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- 1.2 Estimated Actual Expenditures were \$534,000 less than Budgeted Expenditures.
- 1.4 Estimated Actual Expenditures were \$168,000 less than Budgeted Expenditures.
- 1.5 Estimated Actual Expenditures were \$280,000 less than Budgeted Expenditures.
- 1.6 Estimated Actual Expenditures were \$850,000 greater than Budgeted Expenditures.
- 1.11 Estimated Actual Expenditures were \$250,000 less than Budgeted Expenditures.
- 1.15 Estimated Actual Expenditures were \$200,000 less than Budgeted Expenditures.
- 1.16 Estimated Actual Expenditures were \$223,000 greater than Budgeted Expenditures.
- 1.17 Estimated Actual Expenditures were \$272,000 greater than Budgeted Expenditures.
- 1.18 Estimated Actual Expenditures were \$277,000 less than Budgeted Expenditures.
- 1.22 Estimated Actual Expenditures were \$278,000 greater than Budgeted Expenditures.
- 1.23 Estimated Actual Expenditures were \$822,000 less than Budgeted Expenditures.
- 1.24 Estimated Actual Expenditures were \$1,954,000 less than Budgeted Expenditures.
- 1.29 Estimated Actual Expenditures were \$1,181,000 greater than Budgeted Expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

As indicated in the general information of this LCAP, the goal of the district is to improve student outcomes by developing and supporting the instructional practices in the classroom. During the fall of 2021, this proved to be a difficult task given the high rate of staff absences and the

shortage if substitute teachers. Many of the professional development opportunities were only able to start to be implemented in the Spring of 2022. However, Action 1.1 was implemented successfully prior to the opening of school. As a result of the training, movement towards improved teaching and learning has been slow but data is beginning to show that there is movement towards alignment of practices. This is evidenced through classroom walkthroughs.

Action 1.4, the continued expansion of the Dual Language Program is demonstrating progress towards goal. At this time the recent benchmark data demonstrates improvement in Spanish literacy, despite the many challenges faced during the 2021-2022 school year. Action 1.5, the focus on continuing to develop and improve mathematical practices is also demonstrating movement towards goals. Though the movement in benchmark data is in small increments, the practices are improving and OSD remains optimistic that through deliberate and intentional focus the gains will begin to be larger.

1.12, Expanded Summer Learning action was a great success and was instrumental in getting students back into the classroom. This program provided enrichment activities and bridged a divide from virtual to in-home learning.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

During the 2021-2022 school year and action that was added as a response to legislation and community needs was the development of both long-term and short-term independent study programs. These programs provided opportunities for continued learning for students who were unable or unwilling to come to in-person school. During the height of the months of December 2021 and February 2022, the short-term independent study program served approximately 1100 students. The long-term independent study program served approximately 200 students consistently throughout the year. This added action, shifted the intended work of some of the instructional teachers on special assignment from supporting teachers to improve instruction to supporting students on independent study programs. This action will continue into the 2022-2023 school year.

In order to better address some of the ongoing education gaps in student learning. The district will be creating a MTSS team which will consist of 3 psychologists to assist in the process of identifying student needs and goals through the SST process. This team will support schools assigned to them to monitor student growth and student learning. In addition, the district will present a new MTSS handbook in the fall of 2022, and within the handbook have clearly articulated evidenced based practices and programs to meet the needs at all academic levels. The district will continue to implement Instructional Rounds focused on culturally responsive practices to improve instructional practices.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	This Broad Goal Addresses Engagement and the Conditions of Learning and Climate. The Oxnard School District will ensure all students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District is committed to addressing the needs of the whole child. Approximately 91% of the students enrolled are considered socio-economically disadvantage, many of these students are impacted by trauma and poverty. In order for our students to be prepared and able to learn, the district must ensure that students have the necessary resources to be successful. To better serve our students and community and to ensure that every student has equitable access district resources will be used to support the social emotional needs of students, the wrap around services necessary for both students and their families so that achievement opportunities can be addressed. Though this goal has always been important, the impact of COVID-19 has been life changing for many families and in particular for families living in poverty. More than ever there is an urgency to address the social emotional needs of all students and in particular students experiencing homelessness, foster youth, English Learners and students receiving special education services. The 2121 Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Student Engagement, State Priority 5, Conditions and Climate, State Priority 6.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 5 Panorama Survey - Students	CA Dashboard Panorma Survey Results: Sense of Belonging Grades 3-5 67.6% Responded favorably Grades 6-8 57.58% Responded favorably	CA DASHboard Panorama Survey Results: Sense of Belonging Grades 3-5: 66% Responded favorably Grades 6-8: 43% Responded favorably			CA Dashboard Sense of Belonging Grades 3-5 90% Responded favorably Grades 6-8 90% Responded Favorably

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 5 Chronic Absenteeism CA Dashboard	2019 CA Dashboard 7.7% All students 6.4 % English Learners 12.8% Foster Youth 19.7% Homeless	2019 CA Dashboard 7.7% All students 6.4 % English Learners 12.8% Foster Youth 19.7% Homeless Local data All students English Learners Foster Youth Homeless			CA Dashboard Les than 2.5% All students Less than 2.5% English Learners 2.5% % Foster Youth less than 9% % Homeless
Priority 5 Attendance rates	Local Data 2019 Attendance rates 96.05%	Local Data 2022 Attendance rates 91.49%			Local Data Attendance rates 98%
Priority 6 Suspension Data	2019 CA Dashboard 3.2% All Students 2.2% English Learners 14% Foster Youth 4.3% Homeless	2019 CA Dashboard 3.2% All Students 2.2% English Learners 14% Foster Youth 4.3% Homeless Local data 3.75 All Students 2.75% English Learners 15.79% Foster Youth			CA Dashboard .5 % All Students .5 % English Learners .5 % Foster Youth .5 % Homeless

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		4.14% Homeless			
Priority 6 Expulsion Rates	2019 CA Dashboard .02%	2021 .02%			CA Dashboard 0%

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Child Nutrition	Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment, as well as having some of the lowest attendance rates. When students are in school it is important that they have all conditions necessary to help them learn. Knowing the importance of this OSD provides healthy breakfast, lunch, snack, and supper meals to students to enhance their ability to learn. Supplement the Child Nutrition programs with contributions from the General Fund as necessary. This action is principally directed towards meeting the needs of unduplicated student groups.		Yes
2.2	Improve opportunities for student connectedness	<ul style="list-style-type: none"> Homeless and Foster Youth Transportation. Provide transportation for students who are in foster placements so that they can remain at their home school and participate in enrichment programs. <p>Cost of Transportation services is included in Goal 4.</p>	\$30,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.3	Student Attendance	<p>Some low income students, students experiencing homelessness and foster youth exhibit irregular attendance which affects academic performance. In order to assist with absenteeism outreach and truancy prevention with full-time Attendance Technicians at all schools.</p> <p>Thrive (SARB/ Truancy Reduction) County of Ventura. The County of Ventura provides support to the district SARB team on a monthly basis. An Assistant District Attorney meets with the SARB team to review truancy cases and provide support to families to reduce absences.</p>	\$1,683,645.00	Yes
2.4	Social and Emotional Supports	<p>Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment. Multi-tiered System of Support (MTSS) is a systemic, continuous-improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system for supporting students with the academic and social emotional interventions, designed to support their specific needs.</p> <p>Tier I: Universal interventions provided for all students.</p> <p>Tier II: Targeted short-term interventions provided to some students in a small group setting.</p> <p>Tier III: Intensive longer-term interventions provided to a few students usually in an individual, one-on-one basis.</p> <p>MTSS leverages the principles of RTI and PBIS and further integrates a continuum of tiered system-wide resources, strategies, structures, and practices to offer a comprehensive and responsive framework for systemically addressing barriers to student learning. A well implemented MTSS structure will more accurately identify students in need of special education services by monitoring how well an individual student responds to interventions. If it is determined that a student does have a disability which presents a learning barrier, an</p>	\$6,498,397.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>IEP will more accurately reflect present levels and services necessary to meet student goals based on prior interventions.</p> <ul style="list-style-type: none"> • 23 school Counselor positions to service school sites districtwide and provide site based behavioral analysis and support for students TK-8th grade. • Director of Pupil Services and support staff • Community Liaison to support students experiencing homeless and foster youth • 20 Outreach Specialist assigned to each school site • Therapeutic Counselor (outside contract) to provide Licensed Marriage and Family Therapist (LMFT) counseling services to support intensive student needs. • County of Ventura, HSA Social Workers. The district contracts with the County to provide a social worker at two school sites to support students and families. Social workers collaborate with administrators, counselors, ORCs, and Family Liaisons to support families at their home school and schools in the area. <p>The implementation of these supports will be monitored using Panorama as well as other indicators including the California Dashboard.</p>		
2.5	Health and Welfare of students	<p>Some low income students, students experiencing homelessness and foster youth lack resources and often miss school due to health and welfare factors. This action principally supports these groups of students and provides resources to address health and welfare needs.</p> <ul style="list-style-type: none"> • Supplemental Health Care Technician/LVN services • Contracted staffing services to ensure that health offices are staffed at each school site. 	\$1,480,888.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Provide Health Assistants and/or Health Care Technicians (LVNs) at each school site with oversight from district nurses ensuring student safety and health across the district. • Palmer Drug and Alcohol Prevention. PDAP provides individual and group substance abuse counseling sessions for students based on requests from school staff. Sessions focus on awareness of personal strengths, importance of health choices, the dangers of drug and alcohol use and social skills for seeking positive peers. • Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter medical billing reports which are sent to Practi-Cal for review. Costs are recovered through this program. • Social Emotional Services Specialist (SESS) through VCOE contract. Social emotional service specialists provide support to students who require intensive counseling due to social-emotional/behavior issues. SESS providers work with students one-one at the school • Hearing Conservation screening services. Hearing Conservation provides comprehensive hearing screening for students who need more intensive hearing evaluation. 		
2.6	Create a safe environment conducive to learning	<ul style="list-style-type: none"> • Provide Campus Assistants to keep students safe at lunch and recess and provide for before and after school campus supervision. • School safety plans are updated annually in accordance with Ed Code. School teams work with stakeholders to identify resources and elements that are important to school safety and climate. • Annual Parent Rights Notification, Envision Consulting services. The Annual Parent Rights Notification is updated annually to reflect new district policy and Ed Code. Envision 	\$2,960,373.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Consulting reviews the document to ensure that all updates to Ed Code are accurate.</p> <ul style="list-style-type: none"> Action Preparedness Training. School office staff and health care staff are provided CPR training annually. Training is voluntary. 		
2.7	Restorative Practices	<p>Oxnard School District has identified the need to reduce suspension and expulsions for unduplicated student groups. Professional development will be provided for staff Resources to support restorative practices across the district These opportunities will be provided using existing personnel and school time. Additionally, this will be monitored through the use of Panorama Survey.</p>	\$27,330.00	Yes
2.8	Professional learning and wellness for staff	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. They are also groups with higher rates of absenteeism and lack school connectedness. Consequently, staff require continuous development using strategies and tools to address student needs. Professional Growth for OSSA members which include nurses, counselors, Speech pathologist, program specialist, behaviorist and psychologists. Included in these days are wellness days for OSSA members.</p>	\$75,000.00	Yes
2.9	Tier III and Specialized Support	<ul style="list-style-type: none"> Social emotional specialist through VCOE Counselling services for IEPs 1:1 behavioral aides 	\$2,269,152.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> Special Education staff to assist with additional duties and assessments 		

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The 2021-2022 school year brought many complexities for the implementation of this goal. Most of the complexities were around the inability to execute many actions in this goal due to extreme staff shortages across all personnel at the school and central office level. There were several actions under goal 2 that were not implemented as planned due to continued COVID restrictions during the first half of the school year. Among these is Action 2.2. This action is intended to provide opportunities for student connectedness by offering transportation for students to participate in after school sports and clubs. Though transportation continued to be offered, many in-person sports and after school activities were not offered until Spring of 2022 and therefore this action was significantly delayed. Action 2.5 was also partially implemented. This action focuses on providing supports related to the health and welfare of students. The district committed to hiring an LVN or health assistants for each of the school sites to assist with monitoring the health of students and taking all of the necessary steps to address COVID regulations and reporting needs. Due to staff shortages the district was unable to fill many of these positions locally. After many attempts, the district was unable to fill any of these positions through contracted agencies. The responsibility of the necessary actions required were absorbed by existing site staff. In Action 2.7 the district committed to providing training for all staff on Restorative practices. This action did not occur due to lack of substitute teachers and staff. Because of these shortages, trainings were postponed and will be scheduled for the fall of 2022.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

2.2 Estimated Actual Expenditures were \$107,000 less than Budgeted Expenditures.
 2.8 Estimated Actual Expenditures were \$67,000 less than Budgeted Expenditures.
 2.9 Estimated Actual Expenditures were \$1,000,000 less than Budgeted Expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

Though the district believes these actions are necessary and will continue to be implemented in this 2022-2023 LCAP, we also acknowledge that some of the external challenges faced impacted our ability to make progress towards our goals, particularly in the area of Chronic Absenteeism, Suspensions and Expulsions. The return to in-person learning brought some significant challenges in these areas. Absenteeism was at all all-time high for the district. Whereas the district traditionally averages 97% attendance rates, the 2021-2022 year has an attendance rate of 90%. We attribute this drop in attendance to high numbers of COVID-19 infections in our community, particularly during November through February. In addition to low attendance rates, the return to in-person learning also brought challenges in the area of behaviors and consequently suspensions and expulsions. In analyzing the data in district and across the state, we concluded that after almost two years of in-home learning student behaviors and routines have been greatly impacted. Consequently, this will continue to be an area of priority and focus during the 2022-2023 year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of the reflections and experiences during the 2021-2022 school year, to address some of these concerns 2 additional social workers have been added to our district, the district will also be adding additional counselors to support K-8 schools and students during expanded learning opportunities. Training for staff in restorative practices and culturally responsive practices will be implemented in the fall of 2022 to kick off the school year. Additionally, the district will revitalize the PBIS teams at each school and ensure consistency of implementation and a collective and systematic approach to student behavior. Along with this, the district will be provided training to staff on trauma informed practices.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	This Broad Goal addresses State Priority three, Parent and Family Engagement. The Oxnard School District will continue to work to improve communication with parents, community and staff.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District believes that students will do better academically and socially when schools build positive relationships with families. Parent involvement is crucial, regardless of income or background, it is critical for the district to have a comprehensive and well-planned partnership between school and home. To do this, a comprehensive communication system must be implemented, this comprehensive communication includes two-way communication that flows between and among the school, the families and the community. This goal includes establishing a more effective way to disseminate information and gather feedback from all stakeholders. The Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Parent and Family Engagement, State Priority 3.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 3 Panorama Survey All, including UPP	Staff 228 Responses 70% Responded favorably CA Dashboard Families 1398 Responses 85% Responded favorably	Staff 287 Responses Families and Community 941 responses; 87% Responded favorably			Staff 750 Responses 85% Favorable Responses CA Dashboard Families 3500 Responses 90 % Favorable Responses

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To build parent capacity, empowerment and advocacy that impacts student academic and social-emotional development through ongoing collaboration with different parent and Community Groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee & African American Parent Group, School Site Councils, Mixteco Steering Committee, Mixteco parent group and a District Family and Community Engagement Committee.</p> <p>Actions listed above will lead to increased student performance on state and local assessments by educating, engaging and involving parents in the continued development of the district's strategic plan and the student profile.</p>	\$210,350.00	Yes
3.2	Ensure and enhance our communication with families through the use of a variety a platforms	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. IN order to improve this condition, the district will maintain effective communication with parents via website, email, text, and phone calls. This action includes professional development for Principals, Assistant Principals and Office staff for updating the school website and utilizing ParentConnect to send email,text, phone calls, and digital newsletter to families.</p> <p>Blackboard and Blackboard Professional Development</p>	\$125,000.00	Yes
3.3	Revamp and maximize the accessibility to the	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In</p>	\$127,539.00	Yes

Action #	Title	Description	Total Funds	Contributing
	district's website as a conduit of information for all families and community members	order to improve engagement of these student groups, the district will contract or hire a person as a webmaster to support the update of the Oxnard School District Web page and School sites. This person will need to know the technical and content side of the information and will establish protocols to create consistency among all OSD pages and sites.		
3.4	Equitable access for participation	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will purchase Zoom to improve communication, offer webinars, support instruction. This action will also facilitate access for families that are unable to come to school sites or leave work for meeting.	\$148,000.00	Yes
3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Build systems of communication to provide information to students, families, staff and administration. Videos will highlight projects and information about the student profile within the district and will be shared with the community. The district webpage will be updated to include accurate information to relevant departments. Blackboard, Facebook and Twitter will be for messaging to families. Communication will be shared in English and Spanish with Mixteco and ASL translation when needed.	\$60,000.00	Yes
3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. The district is committed to ensuring access to information and engagement for all families. This requires the district to provide information in many different languages. <ul style="list-style-type: none"> Maintain two Mixteco Interpreters/translators to support native language interpretation and translation services 	\$112,424.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> • Contract for interpreting Services. This service is provided in order to ensure that all parents and community members have access to all of the district information necessary to fully engage as educational partners. • Translation Services for Parents. Provide equity and access to community by providing translation services. Translation services are provided by hiring district translators/interpreters. This includes 2 Mixteco interpreters, 5 Spanish translators • Parent Support Liaison. Maintain a Parent Support Liaison to increase family and community engagement at both school and district levels, establish effective communication between home and school, increase community support for schools and the district, and offer training opportunities for parents 		
3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Upgrade and maintain District Office Board room and recording studio/equipment to facilitate various communication modalities of board meetings including Zoom webinars, live cable broadcast, internet live stream, re-broadcasts and archiving in both English and Spanish	\$350,000.00	No
3.8	District Enrollment Center	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. Providing access to information for unduplicated student groups is critical for future success. This action principally addresses these needs.</p> <p>The district Enrollment Center Manager plans, organizes, and directs the ongoing operations of the district's enrollment center including training and evaluating staff; analysis and reporting of enrollment; developing systems to support enrollment at all district school sites.</p>	\$718,077.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.9	Transition to High School- Parent workshops	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To assist parents in supporting their student's transition to high school the district provides student and parent workshops on Going to High School and Beyond. ORCs and Counselors will provide workshops to parents of students in Grades 5 and up to review what they need to think about before arriving to high school. This action would include preparing students and families with information and support around A-G opportunities and requirements in High School.	\$45,000.00	Yes
3.10	Students Voice	<p>Superintendent Fellows A student representative from each school site who collaborates with the superintendent about the student experience in Oxnard School District. Students are a conduit between the superintendent and other students from their schools. This group provides an opportunity for the student voice and choice to be shared with district leadership.</p> <p>Student Mentoring Opportunities Create partnerships with local universities and organizations to provide mentoring opportunities for students connected to identity, college and career.</p>	\$63,000.00	Yes
3.11	Special Education Parent Supports	<ul style="list-style-type: none"> • Special Education Community Council. Monthly community council with selected committee • Parent Trainings for specific groups; Autism, ED, AAC. 	\$40,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.12	Internal Communication Systems	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, improving outcomes for students requires all areas of the organization to work together towards a common purpose. All members of the organization play a vital role. Creating a cohesive and efficient organization requires effective communication. Communication plays an essential role in day-to-day interactions and is vital for the success of the Oxnard School District. Good communication will establish and improve relationships, allow for the district to share our common purpose in improving services for students and the community that will lead to the improved academic and social and emotional achievement of students.	\$42,500.00	

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The 2021-2022 school year brought many complexities for the implementation of most goals. This goal however was carried out thanks to the district's ability to use zoom and other technology to communicate with parents. Most actions and services were carried out. Action 3.3 called for the hiring of a web content analyst. This position was not filled until January 2022, consequently Goal 3.2 has not occurred and will be implemented during the 2022-2023 school year.

Goal 3 Action 5 stated that videos would be developed around the Student Profile. Video content has been collected and publishing of these videos is in process for the Fall of 2022.

Goal 3 Action 11, in an effort to make our practices more inclusive and create a greater alignment between general education and special education, rather than have a separate Special Education Community Council, this was embedded in our Parent Advisory Committees. Special Education representative have started to attend these meetings to provide information and gather feedback and input.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

3.4 Estimated Actual Expenditures were \$135,000 less than Budgeted Expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The actions and services were successful in making progress towards the goal. The African American Parent Advisory group and the Mixteco Parent Advisory groups were formed. Each group has a steering committee that supported the planning, and the groups met every other month to provide input on district needs and areas of Focus. The Superintendent Fellows and other parent committees continued to meet, though most meetings through the year were held virtually.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

As a result of parent and community engagement meetings, the District aims at implementing a mentoring program partnering with local universities and community organizations. The desired outcome of this action is to help students develop stronger sense of identity, pride in their heritage and skills to prepare them for college and career.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	This Broad Goal Addresses all of the state priorities and district mission. Oxnard School District will ensure all students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities. In addition this goal supports and contributes to all previous district goals by ensuring that the operations of the district are aligned to the district's strategic plan.

An explanation of why the LEA has developed this goal.

This broad goal was developed to support the districts mission and vision and all of the previous goals. There are many operational layers necessary to be able to provide all of the resources schools and students need that contribute to teaching and learning in the district. This goal addresses all of the state priorities and will be measured using the metrics identified in the previous 3 goals.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
See Metric / Indicators above for each of the district goals					

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Implement a facilities program with the goal of improving student performance	This action was developed because there is a growing body of research that indicates that school facilities have a measurable impact on student achievement and connectedness. The spaces where our children spend the majority of their waking hours can impact student learning therefore, OSD is committed to maintaining 21st Century schools that are conducive for teaching and learning the skills necessary for success in the 21st Century.	\$1,500,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
4.2	Central Office Administration	Board of Education Superintendent Communications	\$1,815,000.00	No
4.3	Administrative Services	<p>The Administrative Services division values High Quality Service, Integrity, Advancement, Compassion Accuracy and Collaboration.</p> <p>These values are the foundation of the division mission which is to:</p> <ul style="list-style-type: none"> • Collaborate with a growth mind-set • Guide Fiscal Policy • Report timely and accurately • Advocate sound business practices • Ensure all are valued and supported to achieve positive student outcomes and personal success <p>Departments serving to support this mission include:</p> <ul style="list-style-type: none"> • Fiscal Services • Payroll • Benefits /Risk Management • State and Federal • Transfers • Grant Office 	\$7,225,000.00	No
4.4	Operational Services	Facilities Management and Planning – new construction and modernization, planning for enrollment and program needs,	\$15,300,000.00	No

Action #	Title	Description	Total Funds	Contributing
		<p>coordination of facility use by the community</p> <ul style="list-style-type: none"> • Maintenance and Operations – routine and deferred maintenance, site and infrastructure improvements, custodial and environmental services, grounds maintenance, utilities management • Nutrition Services – meals served daily under the National School Lunch and Breakfast Programs and the Child and Adult Care Feeding Program, plus special programs such as the Fresh Fruit and Vegetable Program • Purchasing and Warehouse – procurement of supplies, services and materials for the entire district, contracting public works projects, operation of general and food warehouses, daily delivery to schools • Safety and Security – coordination of campus safety services and contracted law enforcement services, operation of 24/7 central monitoring station • Transportation – daily transportation 		
4.5	Other Expenses	Health Contribution Retirement	\$3,950,000.00	No
4.9				

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This broad goal was developed to support the districts mission and vision and all of the previous goals. Any any substantive differences in planned actions and actual implementation of these actions are detailed in the previous the previous 3 goals.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material difference between budgeted expenditures and estimated actual expenditures for this goal.

An explanation of how effective the specific actions were in making progress toward the goal.

This broad goal was developed to support the districts mission and vision and all of the previous goals. An explanation of how effective the specific actions were in making progress toward the goals are detailed in the previous the previous 3 goals.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

This broad goal was developed to support the districts mission and vision and all of the previous goals. A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice are detailed in the previous the previous 3 goals.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$55,121,252.00	\$7,063,260.00

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
41.12%	0.00%	\$0.00	41.12%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Goal 1 - Actions 1-32 are designed to work in tandem to improve the academic achievement of students in support of Goal 1 which is to improve academic performance at challenging levels. The district has achieved improvement in several areas on the 2019 California Dashboard, including English learners' literacy and math scores. In literacy this group increased by 11.2 points distance from met and 8.9 points in math. Additionally, foster youth increased by 19.1 point distance from met in math and 53 points in literacy. Our socio-economically disadvantaged students increased by 8.9 points in math and 11.6 points in literacy. Though growth has been made with these student groups, there is still much work to be done to improve first instruction across content areas. Only 50.4% of English Learners are making progress towards English Proficiency and according to the 2019 data, they were 66.6 points below standard met in Language Arts and 97.9 points below standard met in math. Foster Youth were 119.3 points away from standard met in math and 59.1 points in Language Arts. Students in the socioeconomically disadvantaged student group were 57.9 points below a standard met in Language Arts and 93.8 points in math. The current STAR benchmark data shows that on average less than 20% of students in these student groups are performing at grade level in Language Arts and less than 12% in math. In order to address this condition of our EL, SES and Foster Youth, we will focus on improving our academic program starting with Tier 1 instruction and supporting specialized programs for Tier II and III interventions. These actions are being provided on an LEA-wide basis and we expect that all of our student groups will increase by at least 10 points on distance from met in both Language Arts and math. The percent of English Learners demonstrating English Proficiency will increase by a minimum of

5% a year. Below is a detail of each of the actions.

1.1 - 3 Professional Learning Days - The Oxnard School District through collection of data identified that first instruction needed to be improved and we believe that professional learning will increase access to effective first teaching for low income, English learner, and foster youth students . These PD days will include Culturally Responsive teaching practices, literacy, mathematics, social and emotional practices and PBIS.

1.2 Student Literacy Interventions - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that based on state and local assessments, these student groups had identified learning gaps that require intensive intervention supports. The effectiveness of this action is measured by local data in the form of district diagnostic assessments and statewide assessment data. Staff reviews student data regularly and based on data results interventions are planned. Given this process and focus of interventions we have seen growth with all student groups mentioned above.

1.3 Development in Literacy - Oxnard School District's unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards effectively meeting the needs of unduplicated students.

- This action is designed to build the collective capacity to improve first instruction in literacy through continued funding of subject-expert leaders, teacher supports through collaboration , and professional development
- Implement 1st -8th Grade interim assessments.
- Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards
- The additional professional development increases the effectiveness of teaching state standards.
- All professional development includes components designed to improve teaching of English language learners.
- Professional Development focused on Balanced Literacy provided by consultants to help teacher leaders.
- Teachers and site administrators will be provided the guidance and support to design and implement effective lessons that yield high-impact literacy instruction for all students.
- Lexia Core 5 and Power Up Subscriptions 3 Year License Subscription will support students' literacy development in combination with first instruction.

1.4 Continued Expansion of District Dual Language Programs - English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. Dual Language Immersion Programs remove barriers while providing access to the core curriculum in the primary language.

- An expansion of a well-established English learner program
- The program increases English literacy while maintaining the primary language
- The expectation is that students are prepared to receive the pathway to the Seal of Biliteracy Award.

1.5 Development in Mathematics - This action is designed to build the collective capacity to improve mathematics instruction through continued funding of subject-expert staff leaders, teacher supports through collaboration, and professional development. Districtwide, Foster youth, English Learners and students in poverty are among the lowest performing student groups in mathematics. These student groups need access to culturally relevant first instruction that incorporates a comprehensive instructional cycle. This includes assessment, standards-based instruction, professional development and a well-designed MTSS process. Through this goal the above-mentioned student groups will be monitored and provided additional support.

In addition to first instruction, the district will provide students support with a Tier II math intervention program that will be targeted for students who are performing below grade level as part of the districts Rtl process.

1.6 Expansion of Learning Opportunities -Oxnard School District's unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. Expanded Learning Opportunities for out of school time are an effective way to supplement students' instructional program rather than supplant. This action will provide unduplicated students more time in school, with adults providing academic support. Additional space in the afterschool program to expand academic, enrichment and SEL support for students will be provided . English Learners, Foster Youth and students experiencing poverty will be prioritized in the enrollment process to ensure access. Students who attend these programs have higher achievement, attendance, and student engagement rates. This action will provide an opportunity to more students than are currently served. This funding will shorten the waiting list at each school site and add space in the program for Kindergarten.

1.7 Student Technology - Experience has shown that low-income students do not have reliable access to technology; and to fully prepare students for college and career it is critical to include consistent use of technology in the classroom. In order to do this, the district must maintain a district level department to support the 1:1 device program implemented in all Pre-school-8th grade classrooms. The Technology Services Technicians provide educational technology support to students, staff, and families at all 21 school sites in support of the Districts 1:1 Device Program.

1.8 Further Develop Early Childhood Education - Research has shown that starting school at an early age assists English learners, foster youth, and students living in poverty to be more prepared to read by third grade. Currently the Oxnard School District has 8 pre-school general education programs to support the community.

In order to maximize the effectiveness of these programs, the District Pre-school teachers utilize a pre-school curriculum and assessment that supports Early Childhood Standards.

1.9 Implementation of State Standards - The District's professional learning is anchored in the California English Language Arts (ELA)/English Language Development (ELD) and Mathematics Frameworks and targets the implementation of integrated and designated ELD instruction.

Oxnard School District's low income and English learner student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of English learners and low-income students.

1.10 Data Management System - Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. This action allows for the continuous monitoring of student achievement to inform instructional practices:

- The district will continue to use Ellevation for reclassifications, monitoring and tracking interventions for English language learners, and training for teachers and administrators.
- The district will purchase and maintain a student data management system (such as Illuminate) to manage assessment data to create disaggregated reports in order to accurately monitor student progress in inform instructional actions, including intervention and enrichment.
- The district will provide professional development to district and site administrators and teachers on use of SDMS.

1.11 Expansion of District GATE program - Historically, unduplicated students have been underrepresented in these accelerated programs. The following services are principally directed toward unduplicated students and provide support to be successful in the programs.

- Universal screening at the end of Second grade for all students
- Professional learning focused on strategies for accelerated learners and culturally responsive teaching
- Summer professional institute for AP teachers in Dual Language Programs

Additionally, for unduplicated students it is important to provide access to classes that prepare them for college opportunities. The District will accomplish this by supporting AVID classes at all middle schools and AVID Excel for English Learners.

1.12 Expanded Summer Learning - Unduplicated students benefit from additional time school with a variety of learning opportunities. OSD is planning a robust Summer School program. The Summer Writing, Science and Math Camp is a full day program and is offered to students in Grades K-8. The program is run with the support and planning of credentialed teachers to run an enrichment based academic program in the morning with the afternoons operated in partnership with our Afterschool program. The program will operate for one month of the summer. Transportation will be provided district wide to ensure access for all students.

These actions will increase access to the core curriculum and provide specific interventions identified for each low income and English learner student. These efforts will lead to increased student performance on state and local assessments

1.13 Special Education Services - Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Special Education Department serves grades Pre-School through 8th many who are part of the unduplicated student group.

1.14 Equity and Access - All Middle Schools provide a broad course of study for students by ensuring that all unduplicated student groups have access to electives, core classes and intervention by adding an intervention period at the end of the day.

Each comprehensive middle school will have 3 additional periods per grade level in order to provide intervention support for students. The teachers teaching these periods will work closely with each English language arts and math professional learning community using the cycle of continuous improvement to address the needs of each student and provide any additional academic support a student may need to achieve mastery.

Additional supports include:

- Schools offer students a variety of electives including, but not limited to music teachers, art elective teachers.
- Professional Development on Universal Design for Learning will be provided to staff to ensure students have access to grade level rigorous standards.
- Coaching for Equity Professional Learning for TOSAs in line with the district's mission and vision, all teachers on special assignments will develop their knowledge of equitable practices and how to transfer such knowledge to their day-to-day practice.
- District-wide Equity and Family and Community Engagement Task Force composed by representatives from all schools that will center around issues of equity, social justice, culturally responsive teaching and culturally responsive family and community engagement practices.

1.15 Recruitment and Retention of Human capital - The Oxnard School District beliefs that it will accomplish the district mission "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities" by

- Recruiting and retaining exceptional people
- Establishing strategic Work: Recruitment, Selection, Retention and Operations
- Maintaining labor relations with three associations.

As mentioned above, in order to increase the achievement of unduplicated student groups, first instruction must be culturally relevant and rigorous and in order to provide such instruction is imperative that high quality teachers be recruited and supported.

1.16 Instructional Supports - As mentioned above, unduplicated student groups' literacy scores are lower than the scores of all students. In order to improve scores, the district will implement District-wide Assessments and Reading Programs (Renaissance: Star/AR/MyON). To measure student growth the district will use the Renaissance Star 360 Program district wide as an assessment tool to identify students for intervention placement and leveled instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Administration occurs at least 3 times a year. Use of the Accelerated Reader Program will support reading comprehension and fluency. Use of the MyON program will support reading comprehension through access on 1:1 devices at home, with or without internet access.

Additionally, for students needing additional support, the district will use Tutorific to provide tutoring services for students that struggle with educational continuity and academic growth due to the impermanence of their housing, English Language skills and impact of poverty. Tutoring will improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math.

1.17 Support of School Libraries - School libraries have the ability to bridge the gap between privileged and at-risk students by providing equal access and resources for learning. In order to improve access for unduplicated student groups, the district will :

- Hire Library Technicians at elementary schools.
- Provide access to diverse titles for students including titles in multiple languages.
- Provide access to technology through the library for students who may not have access to technology at home
- Provide E-books and E-readers that allow students to listen to books, this will support readers for whom English is not the primary language spoken at home

As a result, unduplicated students will have the resources to improve scores on state and local assessments.

1.18 Support of Local and State Assessments - Based on the data above, the need for instruction and professional development to be aligned to State testing is critical to improve the outcomes of English Learners, Foster Youth, and socioeconomically disadvantaged students. By providing a coherent testing system that supports schools' implementation, English Learners, Foster Youth, and socioeconomically disadvantaged students' outcomes will improve.

1.19 Professional Learning - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that staff development and professional learning was a vital part of improving first instruction. In order to address these conditions, the district will offer a variety of training opportunities. These trainings will include District Administrators, teachers, and staff the opportunity to attend the yearly CAFE and other conferences conference which focuses on the most current research and best practices to meet the needs of second language learners. Best practices will be shared with teachers and administrators through meetings, collaboration opportunities, model lessons, and support with lesson design and delivery. These opportunities are being offered district wide and will lead to the desired academic growth of unduplicated student groups.

1.20 Developing Human Capital - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that many of the new teachers hired into the district are not fully prepared to provide the differentiation of instruction necessary to meet the needs of these student groups. In order to address this condition, the district implements a new teacher training and ongoing yearly support. this action provides necessary information and resources to teachers who are new to the district to support them in instruction and as employees. Additionally, specialized training is provided to Special Education teachers. The Orientation is coordinated between Educational Services and Human Resources and is provided before the start of the school year and throughout the year through curriculum council.

1.21 Maintain District Management System - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that parental involvement in student learning is a critical component for student success. Unduplicated student groups and families have less access to technology platforms to support their learning. In order to address this condition, the district adopted Canvas. Canvas provides avenues to support UDL and collaboration of students and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students. This action is provided district-wide, we expect that all students and parents will benefit and consequently improve academic outcomes as indicated above.

1.22 English Language Development Support -After assessing the conditions, needs and circumstances of English Learners we learned that English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. In order to support their academic growth, the following are necessary:

- Implementation of English Learner curriculum and resources
- Newcomer Academies, to maintain Newcomer teachers and paraeducators, provide professional development and teacher collaboration related to the program and to purchase support materials and/or technology as well as other resources to support student acquisition and development of English and math skills.
- Interventions opportunities supporting Long Term English Learners

These combined actions will increase access to the core curriculum, provide specific interventions, and increase English Learner performance on state and local assessments.

1.23 Additional Teachers Above Staffing Ratio - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that based on state and local assessments, these student groups require additional individualized support. In order to address this condition, the district is providing additional staff to school sites to allow for differentiation. This staff will include teachers and support staff. These actions are being provided LEA wide to support these student groups. Participation in intervention opportunities will be targeted for these student groups. We hope this will lead to improved academic achievement of EL, Foster Youth and Socioeconomically disadvantaged students.

1.24 School Site Allocations- After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that schools must provide additional support targeted for these student groups. In order to address this condition:

- Each school site receives an allocation based on the school's enrollment of low income, English learner, and foster youth
- Each school is required to evaluate LCAP data points as related to low income, English learner, and foster youth student populations, to assure plans focus on addressing the needs of unduplicated students
- Site personnel work with School Site Councils to inform stakeholders of goals and targets, and incorporate data and leadership feedback to appropriately revise plans, with the focus on LCAP goals and expected outcomes for unduplicated students
- Each School Site Plan (Single Plan for Student Achievement-SPSA) specifies how LCFF funding addresses identified needs and meets LCAP district and site goals for unduplicated students
- Products and services provided specifically for unduplicated students through the site plans include:

- o Supplemental materials and technology
- o Academic interventions and supports
- o Supplemental counseling and psychological services
- o Staff for attendance support
- o Parent involvement support

o Bilingual office staff

These actions are being provided district-wide, the annual LCAP review and revision process corresponds with the site planning process and allows district leaders to review data with site leaders to verify how the actions at the sites are effective in meeting the goals and targets for unduplicated students as measured by the California Dashboard, required LCAP metrics and local LEA metrics. Each site has specific deficits as measured by this variety of metrics.

1.25 Maintain 24:1 TK-3rd Grade - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that these student groups require more differentiated instruction than all students. In order to address this condition, class sizes in the district will continue to be maintained at a 24 to 1 ratio. These actions are being provided LEA-wide and we expect that this will allow teachers to provide instruction targeted towards these student groups which will result in academic growth as indicated above.

1.26 Additional Services for Students at Risk of Being Expelled - After assessing the conditions, needs and circumstances of Low-income students, and Foster Youth we learned that Foster Youth suspension rates in 2019 were 14%, Low-income students were 3.4% , as compared to all students at 3.2%. In order to address this condition, the district implements the following programs for students at risk of expulsion:

The three comprehensive middle schools will maintain Opportunity classes for grades 6-8.

- Students in 6th – 8th grade with significant behavioral issues are provided in-depth academic and social-emotional support.
- Cross disciplinary professionals work together to address chronic absenteeism
- Maintain individual counseling program to reduce peer conflict and emotional outbursts
- Anger management
- Grief counseling
- Close monitoring of grades and academic interventions

As a result, low income and Foster Youth students will improve attendance, decrease suspension rates and chronic absenteeism

1.27 After School Tutoring - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that these student groups require additional time in learning than all students. In order to address this condition, this action:

- Provides extended learning opportunities through teacher and tutor supports principally directed to low-income students in elementary and middle schools to increase academic achievement
- Provides after school tutoring programs to impact student achievement, especially for at-risk students

The benefits of an afterschool tutoring program include increased student achievement, a higher self-esteem, more participation in class, and an increase in homework completion (Baker, Reig, & Clendaniel, 2006)

This action will provide personalized learning identified for low income, English Learners and Foster Youth students. These efforts will lead to increased student performance on state and local assessments.

1.30 - Tier 3 and Special Education Intervention - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth receiving special education services, we learned that these student groups require more time on tasks. To address these conditions the following evidenced based programs will be implemented:

- Reading Intervention Supplemental Curriculum Reading Horizons
- ST math Intervention for Sped
- Teacher Leader trainings for implementation of professional development across subject
- Placement for high need and at-risk identified student in special education

- Unique – Moderate Secere Curriculum
- Instructional and behavioral support

1.31 - Cultural Proficiency and Focus on Equitable Practices - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that culturally responsive practices needed to be implemented district wide. To address this condition, the district will build teacher capacity in cultural proficiency and effective school-family engagement by providing professional development opportunities, such as webinars, workshops, literature review/book study, and/or summer P.D. This action is principally directed towards preparing staff to better meet the needs of unduplicated student groups.

1.32 - Developing Educational Leaders -After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth we learned that Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. To address the needs of students, school leaders are responsible for establishing equitable practices in our schools to ensure high leverage instructional practices are being used. For a school leader to be successful in their role, they need to lead the way in driving teaching and learning outcomes. This involves setting expectations about the school's learning practices and ensuring the organization's values and behaviors focus on improving student success. School leaders require the professional development in the following areas:

- Developing instructional equity for student success
- Data driven decision making
- Creating school cultures through equity lens
- Universal Design for Learning practices
- Implementation of MTSS

This action is principally directed towards meeting the needs of unduplicated student groups.

Goal 2 - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that Approximately 91% of the students enrolled are considered socio-economically disadvantaged, many of these students are impacted by trauma and poverty. In order for our students to be prepared and able to learn, the district must ensure that students have the necessary resources to be successful. To better serve our students and community and to ensure that every student has equitable access, district resources will be used to support the social emotional needs of students, the wrap around services necessary for both students and their families so that achievement gaps can be addressed. Though this goal has always been important, the impact of COVID-19 has been life changing for many families and in particular for families living in poverty. More than ever there is an urgency to address the social emotional needs of all students and in particular students experiencing homelessness, foster youth, English Learners and students receiving special education services. A particular area of concern for these services are Foster Youth students . On the 2019 California Dashboard, Foster Youth students had an absenteeism rate of 12.9% compared to 7.7% for all students. Foster Youth students had a suspension rate of 14% compared to 3.2% for all students. Actions 2.1- 2.9 work in tandem to provide this additional support for all unduplicated students. We believe that together these actions will improve the absenteeism and suspension rates of Foster Youth primarily.

2.1 Child Nutrition - Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment, as well as having some of the lowest attendance rates. When students are in school it is important that they have all conditions necessary to help them learn. Knowing the importance of this OSD provides healthy breakfast, lunch, snack, and supper meals to

students to enhance their ability to learn. Supplement the Child Nutrition programs with contributions from the General Fund as necessary. This action is principally directed towards meeting the needs of unduplicated student groups.

2.2 Improve opportunities for student connectedness - After assessing the conditions, needs and circumstances of Foster Youth we learned that transportation for students who are in foster placements so that they can remain at their home school is a critical component of their education.

Additionally, offering expanded opportunities for students to participate in club and sports programs after school at all K-8 schools allow for connectedness. In order for these student groups to have access the district provide a late bus for the K-8 and middle schools to support student access to additional teacher support, clubs, and sports.

2.3 Improve student attendance - Some low income students, students experiencing homelessness and foster youth exhibit irregular attendance which affects academic performance. In order to assist with absenteeism outreach and truancy prevention with full-time Attendance Technicians at all schools. As well as provide Thrive (SARB/ Truancy Reduction) program through the County of Ventura. The County of Ventura provides support to the district SARB team on a monthly basis. An Assistant District Attorney meets with the SARB team to review truancy cases and provide support to families to reduce absences. We believe this will improve attendance for unduplicated students.

2.4 Social and Emotional Supports -Oxnard District's School low-income student populations are some of the lowest performing student groups on state and local assessment. To address this condition, the district will implement a Multi-tiered System of Support (MTSS). MTSS is a systemic, continuous- improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system for supporting students with the academic and social emotional interventions, designed to support their specific needs.

2.5 Health and Welfare for students - Some low-income students, students experiencing homelessness and foster youth lack resources and often miss school due to health and welfare factors. This action principally supports these groups of students and provides resources to address health and welfare needs. This action supports the following:

- Supplemental Health Care Technician/LVN services
- Contracted staffing services to ensure that health offices are staffed at each school site.
- Provide Health Assistants and/or Health Care Technicians (LVNs) at each school site with oversight from district nurses ensuring student safety and health across the district.
- Palmer Drug and Alcohol Prevention. PDAP provides individual and group substance abuse counseling sessions for students based on requests from school staff. Sessions focus on awareness of personal strengths, importance of health choices, the dangers of drug and alcohol use and social skills for seeking positive peers.
- Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter medi-cal billing reports which are sent to Practi-Cal for review. Costs are recovered through this program.
- Social Emotional Services Specialist (SESS) through VCOE contract. Social emotional service specialists provide support to students who require intensive counseling due to social- emotional/behavior issues. SESS providers work with students one-one at the school
- Hearing Conservation screening services. Hearing Conservation provides comprehensive hearing screening for students who need more intensive hearing evaluation.

2.6 Create a safe environment conducive to learning - - After assessing the conditions, needs and circumstances of low-income students, English Learners and Foster Youth, we learned that many students have experienced trauma and consequently families are seeking safety in school settings. IN order to meet this need the district :

- ProvideS Campus Assistants to keep students safe at lunch and recess and provide for before and after school campus supervision.
- ensures School safety plans are updated annually in accordance with Ed Code. School teams work with stakeholders to identify resources and elements that are important to school safety and climate.
- Reviews Annual Parent Rights Notification, Envision Consulting services. The Annual Parent Rights Notification is updated annually to reflect new district policy and Ed Code. Envision Consulting reviews the document to ensure that all updates to Ed Code are accurate.
- Provides Action Preparedness Training. School office staff and health care staff are provided CPR training annually.

2.7 Restorative Practices - Oxnard School District has identified the need to reduce suspension and expulsions for unduplicated student groups. Professional development will be provided for staff to address the unique needs of unduplicated student groups. Resources to support restorative practices across the district will be provided. These opportunities will be provided using existing personnel and school time. Additionally, this will be monitored through the use of Panorama Survey.

2.8 Professional Learning and wellness of staff - Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. They are also groups with higher rates of absenteeism and lack school connectedness. Consequently, staff require continuous development using strategies and tools to address student needs. Professional Growth for OSSA members which include nurses, counselors, Speech pathologist, program specialist, behaviorist and psychologists.

2.9 Tier III Specialized social and emotional supports - After assessing the needs and circumstances of Foster Youth, English Learner, and socioeconomically disadvantaged students we found that students require additional social and emotional support. In order to address this need, the district will provide:

- Social emotional specialist through VCOE
- Counselling services for IEPs
- 1:1 behavioral aides
- Special Education staff to assist with additional duties and assessments

Goal 3 - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that historically families of unduplicated student groups tend to be more disengaged from school-home partnerships. The Oxnard School District believes that students will do better academically and socially when schools build positive relationships with families. Parent involvement is crucial, regardless of income or background, and therefore it is critical for the district to have a comprehensive and well-planned partnership between school and home. To do this, a comprehensive communication system must be implemented, this comprehensive communication includes two-way communication that flows between and among the school, the families, and the community. This goal includes establishing a more effective way to disseminate information and gather feedback from all stakeholders. Actions 3.1- 3.6 , 3.8 -3.11 work in tandem to strengthen communication and family engagement district-wide with a focus on traditionally under-represented student groups. We believe as a result of these actions, unduplicated student groups will improve on state and local assessment and have greater opportunities to enter an A-G program in high school.

3.1 Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework- Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To build parent capacity, empowerment and advocacy that impacts student academic and social-emotional development through ongoing collaboration with different parent and community groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee & African American Parent Group, School Site Councils, Mixteco Steering Committee and Mixteco parent group. Actions listed above will lead to increased student performance on state and local assessments by educating, engaging, and involving parents in the continued development of the district's strategic plan and the student profile.

3.2 Ensure and enhance our communication with families through the use of a variety a platform - Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve this condition, the district will maintain effective communication with parents via website, email, text, and phone calls. This action includes professional development for Principals, Assistant Principals and Office staff for updating the school website and utilizing ParentConnect to send email, text, phone calls, and digital newsletter to families.

3.3 Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members - Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will contract or hire a person as a webmaster to support the update of the Oxnard School District Web page and School sites. This person will need to know the technical and content side of the information and will establish protocols to create consistency among all OSD pages and sites.

3.4 Equitable access for participation - Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will purchase Zoom to improve communication, offer webinars, support instruction. This action will also facilitate access for families that are unable to come to school sites or leave work for meeting.

3.5 Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families - Build systems of communication to provide information to students, families, staff and administration. Videos will highlight projects and information about the student profile within the district and will be shared with the community. The district webpage will be updated to include accurate information to relevant departments. Blackboard, Facebook and Twitter will be for messaging to families. Communication will be shared in English and Spanish with Mixteco and ASL translation when needed.

3.6 Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education - Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. The district is committed to ensuring access to information and engagement for all families. This requires the district to provide information in many different languages.

- Maintain two Mixteco Interpreters/translators to support native language interpretation and translation services
- Contract for interpreting Services. This service is provided in order to ensure that all parents and community members have access to all of the district information necessary to fully engage as educational partners.

- Translation Services for Parents. Provide equity and access to community by providing translation services. Translation services are provided by hiring district translators/interpreters. This includes 2 Mixteco interpreters, 5 Spanish translators
- Parent Support Liaison. Maintain a Parent Support Liaison to increase family and community engagement at both school and district levels, establish effective communication between home and school, increase community support for schools and the district, and offer training opportunities for parents

3.8 District Enrollment Center - Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. Providing access to information for unduplicated student groups is critical for future success. This action principally addresses these needs.

The district Enrollment Center Manager plans, organizes, and directs the ongoing operations of the district's enrollment center including training and evaluating staff; analysis and reporting of enrollment; developing systems to support enrollment at all district school sites. Additionally, the family liaison is housed at the enrollment center and is the first point of contact for families of unduplicated student groups who need support connecting with local organizations. This support includes basic needs such as housing, food and clothing.

3.9 Transition to High School Parent/Student Workshops - Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To assist parents in supporting their student's transition to high school the district provides student and parent workshops on Going to High School and Beyond. ORCs and Counselors will provide workshops to parents of students in Grades 5 and up to review what they need to think about before arriving to high school. This action would include preparing students and families with information and support around A-G opportunities and requirements in High School.

3.10 Student voice: Superintendent Fellows - A student representative from each school site who collaborates with the superintendent about the student experience in Oxnard School District. Students are a conduit between the superintendent and other students from their schools. This group provides an opportunity for the student voice and choice to be shared with district leadership.

3.11 Special Education Parent Supports - Special Education Community Council. Monthly community council with selected committee to address and meet the needs of families as they learn to navigate the special education system. These meetings are provided in English and Spanish and include unduplicated student groups.

Goal 4 - Implement a facilities program with the goal of improving student performance - After assessing the conditions, needs and circumstances of Low-income students, English Learners and Foster Youth we learned that there is a growing body of research that indicates that school facilities have a measurable impact on student achievement and connectedness. The spaces where our children spend the majority of their waking hours can impact student learning therefore, OSD is committed to maintaining 21st Century schools that are conducive for teaching and learning the skills necessary for success in the 21st Century.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The Oxnard Schools District's unduplicated students make up 91% of student enrollment and consequently are at the forefront of all decisions made as a district. These groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest levels of parent engagement therefore this LCAP was written with all actions principally directed to supporting these students. As a result of all stakeholder meetings and student achievement data, it was determined that students would greatly need more time engaged with learning, more smaller group differentiation of instruction and greater social and emotional supports. In order to best meet the needs of English Learners, low income students, foster youth and students experiencing homelessness, it is critical that staff are provided high quality training to develop skills necessary to ensure culturally responsive teaching strategies are embedded throughout all content and all grades. According to John Hattie, the teacher is the greatest variance that can make a difference in student achievement. Given the great body of research in the area and in order to meet the needs and accelerate the learning of unduplicated student groups, this LCAP focuses heavily on professional learning, and on developing and retaining human capital. Additionally, students benefit most when parents and families are a significant part of the learning journey, therefore this LCAP also has a strong focus on parent and family engagement, opportunities for parents to develop as advocates for their children, and partners in the learning process.

In order to support further the academic success for English learners, foster youth and low income students, LCFF supplemental and concentration grant funds were distributed to sites and a portion left at the central office. The way funds were distributed to sites was based on enrollment of unduplicated count. These targeted funds will be used to support school based interventions for these student groups, this includes Literacy intervention teachers, tutoring, counselors, outreach specialist and other support staff. In addition to Tier I instructional programs previously identified, these funds will provide extensive Tier II and Tier III Academic and Social and Emotional support for students. This includes the implementation of a comprehensive MTSS plan to ensure all students with identified gaps in learning are supported both academically and with wrap around social services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Due to the impact of the COVID-19 Pandemic, the district experienced great need from the community in terms of providing support and services at the school sites. The actions below allowed the families to have more access to address student needs and improved communication. Additionally, due to the high impact of COVID-19 on the community, increased staff absences required greater recruiting efforts for substitute staff.

The Oxnard School District received additional Concentration Grant Funds in the amount of \$6,828,408. These funds were principally used to support the following actions:

- Restore 21 school site Office Assistant II positions. (LCAP Goal 2.5)

- Provide an additional one hour per day for 20 ORC positions, which would have otherwise been cut. (LCAP Goal 2.4)
- Provide additional hours for Campus Assistants district-wide. (LCAP Goal 2.6)
- Provide substitute teacher and classified employee incentive program, in order to maintain adequate substitute staffing levels during a time of staffing shortages. (LCAP Goal 1.15)
- Provide one additional ISP Teacher at each of the three middle schools. (LCAP goal 1.2)

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		6-8 (Classified Student to Staff Ratio= 28:1), K-8 (Classified Student to Staff Ratio = 36:1), K-5 (Classified Student to Staff Ratio = 23:1)
Staff-to-student ratio of certificated staff providing direct services to students		6-8 (Certificated Student to Staff Ratio = 15:1), K-8 (Certificated Student to Staff Ratio = 25:1), K-5 (Certificated Student to Staff Ratio = 17:1)

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$84,511,100.00	\$58,080,570.00	\$6,381,813.00	\$14,299,846.00	\$163,273,329.00	\$117,637,969.00	\$45,635,360.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	3 professional learning days	English Learners Foster Youth Low Income				\$2,700,000.00	\$2,700,000.00
1	1.2	Student Literacy Interventions	English Learners Foster Youth Low Income	\$1,153,800.00			\$1,406,205.00	\$2,560,005.00
1	1.3	Development in Literacy	English Learners Foster Youth Low Income	\$289,000.00			\$111,425.00	\$400,425.00
1	1.4	Continue expansion and refinement of District Dual Language Programs	English Learners Foster Youth Low Income	\$616,000.00			\$298,500.00	\$914,500.00
1	1.5	Development in Mathematics	English Learners Foster Youth Low Income	\$1,318,250.00			\$36,000.00	\$1,354,250.00
1	1.6	Expansion of Learning Opportunities	English Learners Foster Youth Low Income		\$15,407,352.00			\$15,407,352.00
1	1.7	Student Technology Access and Annual Refresh	English Learners Foster Youth Low Income	\$4,593,259.00				\$4,593,259.00
1	1.8	Further Develop Early Childhood Education	English Learners Foster Youth Low Income	\$1,744,563.00	\$2,841,083.00	\$154,662.00	\$1,100,156.00	\$5,840,464.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	Implementation of State Standards	English Learners Foster Youth Low Income	\$364,000.00	\$181,556.00		\$1,011,112.00	\$1,556,668.00
1	1.10	Data Management Systems to Support Implementation of District standards	English Learners Foster Youth Low Income	\$491,000.00			\$80,000.00	\$571,000.00
1	1.11	Expansion of District GATE program and Specialized Programs	English Learners Foster Youth Low Income		\$31,298.00		\$904,339.00	\$935,637.00
1	1.12	Expanded Summer Learning	English Learners Foster Youth Low Income		\$1,500,000.00			\$1,500,000.00
1	1.13	Special Education	English Learners Foster Youth Low Income	\$5,000,000.00	\$2,600,000.00			\$7,600,000.00
1	1.14	Equity and Access	English Learners Foster Youth Low Income	\$61,096.00			\$219,142.00	\$280,238.00
1	1.15	Recruitment, Selection and Retention of Human Capital	English Learners Foster Youth Low Income	\$808,727.00				\$808,727.00
1	1.16	Instructional Resources and Supports	English Learners Foster Youth Low Income	\$357,500.00				\$357,500.00
1	1.17	Support of School Libraries	English Learners Foster Youth Low Income				\$962,116.00	\$962,116.00
1	1.18	Implementation of State and Local Assessments	English Learners Foster Youth Low Income	\$12,000.00	\$295,000.00		\$20,000.00	\$327,000.00
1	1.19	Professional Learning to prepare staff for	English Learners Foster Youth	\$480,000.00	\$53,000.00		\$39,200.00	\$572,200.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		implementation of state standards	Low Income					
1	1.20	Developing Human Capital	English Learners Foster Youth Low Income	\$359,200.00			\$48,608.00	\$407,808.00
1	1.21	Maintain District Learning Management System	English Learners Foster Youth Low Income				\$269,030.00	\$269,030.00
1	1.22	English Language Learners Support and Services	English Learners	\$696,300.00	\$21,000.00		\$55,500.00	\$772,800.00
1	1.23	Additional Teachers Above Base Staffing	English Learners Foster Youth Low Income	\$4,000,000.00				\$4,000,000.00
1	1.24	School Site Allocations to be Prioritized by School Site Council	English Learners Foster Youth Low Income	\$3,236,984.00			\$1,916,521.00	\$5,153,505.00
1	1.25	Maintain 24:1 TK- 3rd Grade Average	English Learners Foster Youth Low Income					
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	English Learners Foster Youth Low Income	\$444,434.00				\$444,434.00
1	1.27	After School Tutoring	English Learners Foster Youth Low Income				\$100,000.00	\$100,000.00
1	1.28	Instruction	English Learners Foster Youth Low Income	\$7,469,723.00	\$32,854,098.00	\$6,227,151.00	\$907,445.00	\$47,458,417.00
1	1.29	Textbook Adoptions	English Learners Foster Youth Low Income	\$2,503,000.00	\$700,000.00			\$3,203,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.30	Tier 3 and Special Education Interventions	English Learners Foster Youth Low Income	\$1,450,000.00	\$500,000.00		\$200,000.00	\$2,150,000.00
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	English Learners Foster Youth Low Income	\$50,000.00				\$50,000.00
1	1.32	Developing Educational Leaders	English Learners Foster Youth Low Income	\$345,000.00				\$345,000.00
1	1.33	Independent Study Program					\$773,819.00	\$773,819.00
1	1.34	Middle School Collaboratives focused on the development of the OSD Student Profile		\$149,500.00				\$149,500.00
1	1.35	District Wide Banking of Minutes	English Learners Foster Youth Low Income	\$1,898,000.00				\$1,898,000.00
2	2.1	Child Nutrition	English Learners Foster Youth Low Income					
2	2.2	Improve opportunities for student connectedness	English Learners Foster Youth Low Income				\$30,000.00	\$30,000.00
2	2.3	Student Attendance	English Learners Foster Youth Low Income	\$1,654,845.00	\$14,800.00		\$14,000.00	\$1,683,645.00
2	2.4	Social and Emotional Supports	English Learners Foster Youth Low Income	\$6,356,397.00	\$92,000.00		\$50,000.00	\$6,498,397.00
2	2.5	Health and Welfare of students	English Learners Foster Youth Low Income	\$1,319,438.00	\$119,750.00		\$41,700.00	\$1,480,888.00
2	2.6	Create a safe environment conducive to learning	English Learners Foster Youth Low Income	\$2,960,373.00				\$2,960,373.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.7	Restorative Practices	English Learners Foster Youth Low Income	\$27,330.00				\$27,330.00
2	2.8	Professional learning and wellness for staff	English Learners Foster Youth Low Income		\$75,000.00			\$75,000.00
2	2.9	Tier III and Specialized Support	English Learners Foster Youth Low Income	\$1,486,519.00	\$782,633.00			\$2,269,152.00
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	English Learners Foster Youth Low Income	\$82,000.00	\$12,000.00		\$116,350.00	\$210,350.00
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	English Learners Foster Youth Low Income				\$125,000.00	\$125,000.00
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	English Learners Foster Youth Low Income				\$127,539.00	\$127,539.00
3	3.4	Equitable access for participation	English Learners Foster Youth Low Income				\$148,000.00	\$148,000.00
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	English Learners Foster Youth Low Income	\$60,000.00				\$60,000.00
3	3.6	Ensure participation, involvement and support of our African	English Learners Foster Youth Low Income	\$19,285.00		\$19,285.00	\$93,139.00	\$112,424.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		American, Mixteco, English Learners parents in the different aspects of their children's education.						
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	All				\$350,000.00	\$350,000.00
3	3.8	District Enrollment Center	English Learners Foster Youth Low Income	\$718,077.00				\$718,077.00
3	3.9	Transition to High School- Parent workshops	English Learners Foster Youth Low Income				\$45,000.00	\$45,000.00
3	3.10	Students Voice	English Learners Foster Youth Low Income	\$63,000.00				\$63,000.00
3	3.11	Special Education Parent Supports	English Learners Foster Youth Low Income	\$40,000.00				\$40,000.00
3	3.12	Internal Communication Systems		\$42,500.00				\$42,500.00
4	4.1	Implement a facilities program with the goal of improving student performance	English Learners Foster Youth Low Income	\$1,500,000.00				\$1,500,000.00
4	4.2	Central Office Administration	All	\$1,815,000.00				\$1,815,000.00
4	4.3	Administrative Services	All	\$7,225,000.00				\$7,225,000.00
4	4.4	Operational Services	All	\$15,300,000.00				\$15,300,000.00
4	4.5	Other Expenses	All	\$3,950,000.00				\$3,950,000.00

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$134,054,605	\$55,121,252.00	41.12%	0.00%	41.12%	\$56,029,100.00	0.00%	41.80 %	Total:	\$56,029,100.00
								LEA-wide Total:	\$56,029,100.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	3 professional learning days	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.2	Student Literacy Interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,153,800.00	
1	1.3	Development in Literacy	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$289,000.00	
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	LEA-wide	English Learners Foster Youth Low Income		\$616,000.00	
1	1.5	Development in Mathematics	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,318,250.00	
1	1.6	Expansion of Learning Opportunities	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.7	Student Technology Access and Annual Refresh	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,593,259.00	
1	1.8	Further Develop Early Childhood Education	Yes	LEA-wide	English Learners Foster Youth Low Income		\$1,744,563.00	
1	1.9	Implementation of State Standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$364,000.00	
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$491,000.00	
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	LEA-wide	English Learners Foster Youth Low Income			
1	1.12	Expanded Summer Learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.13	Special Education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,000,000.00	
1	1.14	Equity and Access	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$61,096.00	
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$808,727.00	
1	1.16	Instructional Resources and Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$357,500.00	
1	1.17	Support of School Libraries	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.18	Implementation of State and Local Assessments	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$12,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$480,000.00	
1	1.20	Developing Human Capital	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$359,200.00	
1	1.21	Maintain District Learning Management System	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.22	English Language Learners Support and Services	Yes	LEA-wide	English Learners	All Schools	\$696,300.00	
1	1.23	Additional Teachers Above Base Staffing	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,000,000.00	
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,236,984.00	
1	1.25	Maintain 24:1 TK- 3rd Grade Average	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	LEA-wide	English Learners Foster Youth Low Income		\$444,434.00	
1	1.27	After School Tutoring	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	1.28	Instruction	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$7,469,723.00	
1	1.29	Textbook Adoptions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,503,000.00	
1	1.30	Tier 3 and Special Education Interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,450,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$50,000.00	
1	1.32	Developing Educational Leaders	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$345,000.00	
1	1.35	District Wide Banking of Minutes	Yes	LEA-wide	English Learners Foster Youth Low Income		\$1,898,000.00	
2	2.1	Child Nutrition	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.2	Improve opportunities for student connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.3	Student Attendance	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,654,845.00	
2	2.4	Social and Emotional Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,356,397.00	
2	2.5	Health and Welfare of students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,319,438.00	
2	2.6	Create a safe environment conducive to learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,960,373.00	
2	2.7	Restorative Practices	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$27,330.00	
2	2.8	Professional learning and wellness for staff	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	2.9	Tier III and Specialized Support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,486,519.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$82,000.00	
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.4	Equitable access for participation	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$60,000.00	
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$19,285.00	
3	3.8	District Enrollment Center	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$718,077.00	
3	3.9	Transition to High School-Parent workshops	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		
3	3.10	Students Voice	Yes	LEA-wide	English Learners Foster Youth	All Schools	\$63,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
					Low Income			
3	3.11	Special Education Parent Supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$40,000.00	
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,500,000.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$201,646,665.00	\$197,442,039.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	3 professional learning days	Yes	\$2,700,000.00	\$2,700,000.00
1	1.2	Student Literacy Interventions	Yes	\$2,716,800.00	\$2,182,047.00
1	1.3	Development in Literacy	Yes	\$737,526.00	\$658,583.00
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$586,286.00	\$418,080.00
1	1.5	Development in Mathematics	Yes	\$820,001.00	\$540,110.00
1	1.6	Expansion of Learning Opportunities	Yes	\$650,000.00	\$1,501,410.00
1	1.7	Student Technology Access and Annual Refresh	Yes	\$7,843,426.00	\$7,843,426.00
1	1.8	Further Develop Early Childhood Education	Yes	\$1,114,057.00	\$1,108,013.00
1	1.9	Implementation of State Standards	Yes	\$1,711,562.00	\$1,686,564.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$346,078.00	\$267,478.00
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	\$749,923.00	\$501,142.00
1	1.12	Expanded Summer Learning	Yes	\$1,500,305.00	\$1,378,342.00
1	1.13	Special Education	Yes	\$9,047,077.00	\$8,925,040.00
1	1.14	Equity and Access	Yes	\$268,273.00	\$218,985.00
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$1,282,163.00	\$1,082,163.00
1	1.16	Instructional Resources and Supports	Yes	\$1,104,500.00	\$1,327,309.00
1	1.17	Support of School Libraries	Yes	\$956,685.00	\$1,222,564.00
1	1.18	Implementation of State and Local Assessments	Yes	\$666,640.00	\$389,453.00
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$169,350.00	\$174,028.00
1	1.20	Developing Human Capital	Yes	\$220,369.00	\$200,340.00
1	1.21	Maintain District Learning Management System	Yes	\$255,000.00	\$138,027.00
1	1.22	English Language Development Support	Yes	\$434,923.00	\$712,767.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.23	Additional Teachers Above Base Staffing	Yes	\$4,000,000.00	\$3,178,481.00
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$5,083,086.00	\$3,129,409.00
1	1.25	Maintain 24:1 TK- 3rd Grade Average	Yes		
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$434,507.00	\$440,901.00
1	1.27	After School Tutoring	Yes	\$100,000.00	\$75,723.00
1	1.28	Instruction	Yes	\$103,564,007.00	\$103,560,000.00
1	1.29	Textbook Adoptions	Yes	\$1,982,100.00	\$3,163,255.00
1	1.30	Tier 3 and Special Education Interventions	Yes	\$2,930,000.00	\$2,930,000.00
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes	\$55,692.00	\$55,692.00
1	1.32	Developing Educational Leaders	Yes	\$198,000.00	\$198,000.00
2	2.1	Child Nutrition	Yes	\$200,000.00	\$141,213.00
2	2.2	Improve opportunities for student connectedness	Yes	\$186,000.00	\$79,000.00
2	2.3	Student Attendance	Yes	\$1,496,072.00	\$1,526,236.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.4	Social and Emotional Supports	Yes	\$5,535,132.00	\$5,196,783.00
2	2.5	Health and Welfare of students	Yes	\$2,312,593.00	\$2,100,000.00
2	2.6	Create a safe environment conducive to learning	Yes	\$2,754,559.00	\$2,700,000.00
2	2.7	Restorative Practices	Yes		
2	2.8	Professional learning and wellness for staff	Yes	\$75,000.00	\$8,335.00
2	2.9	Tier III and Specialized Support	Yes	\$3,775,000.00	\$2,775,000.00
3	3.1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	Yes	\$139,500.00	\$194,689.00
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes	\$125,000.00	\$101,308.00
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes	\$150,000.00	\$66,379.00
3	3.4	Equitable access for participation	Yes	\$150,800.00	\$15,000.00
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	\$45,000.00	\$5,800.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$526,229.00	\$422,831.00
3	3.7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	No	\$260,000.00	\$116,859.00
3	3.8	District Enrollment Center	Yes	\$605,798.00	\$576,498.00
3	3.9	Transition to High School- Parent workshops	Yes	\$45,000.00	\$0.00
3	3.10	Students Voice	Yes	\$28,000.00	\$3,800.00
3	3.11	Special Education Parent Supports	Yes	\$60,000.00	\$4,600.00
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$1,500,000.00	\$1,500,000.00
4	4.2	Central Office Administration	No	\$1,755,086.00	\$1,888,363.00
4	4.3	Administrative Services	No	\$6,991,059.00	\$7,228,361.00
4	4.4	Operational Services	No	\$14,752,501.00	\$15,869,556.00
4	4.5	Other Expenses	No	\$3,950,000.00	\$3,014,096.00

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$53,839,187.00	\$141,583,323.00	\$141,824,586.00	(\$241,263.00)	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	3 professional learning days	Yes				
1	1.2	Student Literacy Interventions	Yes	\$100,000.00	\$100,000.00		
1	1.3	Development in Literacy	Yes	\$418,183.00	\$582,480.00		
1	1.4	Continue expansion and refinement of District Dual Language Programs	Yes	\$418,080.00	\$418,080.00		
1	1.5	Development in Mathematics	Yes	\$540,110.00	\$540,110.00		
1	1.6	Expansion of Learning Opportunities	Yes				
1	1.7	Student Technology Access and Annual Refresh	Yes	\$7,843,426.00	\$5,965,232.00		
1	1.8	Further Develop Early Childhood Education	Yes	\$83,573.00	\$83,573.00		
1	1.9	Implementation of State Standards	Yes	\$439,940.00	\$268,863.00		
1	1.10	Data Management Systems to Support Implementation of District standards	Yes	\$267,478.00	\$267,478.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.11	Expansion of District GATE program and Specialized Programs	Yes	\$37,589.00	\$5,385.00		
1	1.12	Expanded Summer Learning	Yes				
1	1.13	Special Education	Yes	\$6,347,077.00	\$6,347,077.00		
1	1.14	Equity and Access	Yes	\$41,859.00	\$41,859.00		
1	1.15	Recruitment, Selection and Retention of Human Capital	Yes	\$1,082,163.00	\$1,082,163.00		
1	1.16	Instructional Resources and Supports	Yes	\$1,054,500.00	\$1,327,309.00		
1	1.17	Support of School Libraries	Yes				
1	1.18	Implementation of State and Local Assessments	Yes	\$389,453.00	\$95,000.00		
1	1.19	Professional Learning to prepare staff for implementation of state standards	Yes	\$140,500.00	\$19,252.00		
1	1.20	Developing Human Capital	Yes	\$200,340.00	\$200,340.00		
1	1.21	Maintain District Learning Management System	Yes				
1	1.22	English Language Development Support	Yes				
1	1.23	Additional Teachers Above Base Staffing	Yes				
1	1.24	School Site Allocations to be Prioritized by School Site Council	Yes	\$3,129,409.00	\$3,129,409.00		
1	1.25	Maintain 24:1 TK- 3rd Grade Average	Yes				

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.26	Maintain Additional Services for Students at Risk of being Expelled	Yes	\$347,436.00	\$347,436.00		
1	1.27	After School Tutoring	Yes				
1	1.28	Instruction	Yes	\$100,835,047.00	\$100,835,047.00		
1	1.29	Textbook Adoptions	Yes	\$1,202,100.00	\$2,829,870.00		
1	1.30	Tier 3 and Special Education Interventions	Yes	\$1,260,000.00	\$1,260,000.00		
1	1.31	Supporting Cultural Proficiency and Focus on Equitable Practices	Yes				
1	1.32	Developing Educational Leaders	Yes	\$198,000.00	\$50,022.00		
2	2.1	Child Nutrition	Yes	\$200,000.00	\$100,000.00		
2	2.2	Improve opportunities for student connectedness	Yes	\$161,000.00	\$79,000.00		
2	2.3	Student Attendance	Yes	\$1,483,572.00	\$1,526,236.00		
2	2.4	Social and Emotional Supports	Yes	\$4,443,305.00	\$4,905,782.00		
2	2.5	Health and Welfare of students	Yes	\$634,865.00	\$1,315,273.00		
2	2.6	Create a safe environment conducive to learning	Yes	\$2,754,559.00	\$2,700,000.00		
2	2.7	Restorative Practices	Yes				
2	2.8	Professional learning and wellness for staff	Yes	\$75,000.00	\$8,335.00		
2	2.9	Tier III and Specialized Support	Yes	\$2,775,000.00	\$2,775,000.00		
3	3.1	Implement Coordination of Family Engagement and	Yes	\$7,500.00	\$105,446.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
		Parent Support Services based on a Family Engagement Framework					
3	3.2	Ensure and enhance our communication with families through the use of a variety a platforms	Yes				
3	3.3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	Yes				
3	3.4	Equitable access for participation	Yes				
3	3.5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Yes	\$45,000.00	\$5,800.00		
3	3.6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Yes	\$433,461.00	\$422,831.00		
3	3.8	District Enrollment Center	Yes	\$605,798.00	\$576,498.00		
3	3.9	Transition to High School-Parent workshops	Yes				
3	3.10	Students Voice	Yes	\$28,000.00	\$3,800.00		
3	3.11	Special Education Parent Supports	Yes	\$60,000.00	\$4,600.00		
4	4.1	Implement a facilities program with the goal of improving student performance	Yes	\$1,500,000.00	\$1,500,000.00		

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
	\$53,839,187.00	0.00%	0.00%	\$141,824,586.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



Local Control Accountability Plan

JUNE 22, 2022

Purpose

The LCAP is a tool for local educational agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes.



Establish goals



Create a plan using actions and services



Create a budget to support



Local Control Accountability Plan Requirements

LCAP is a part of the Local Control Funding Formula

3 Year Plan (2021-2024) to support continuous improvement

Input from various Educational Partners

Include the State 8 Priorities

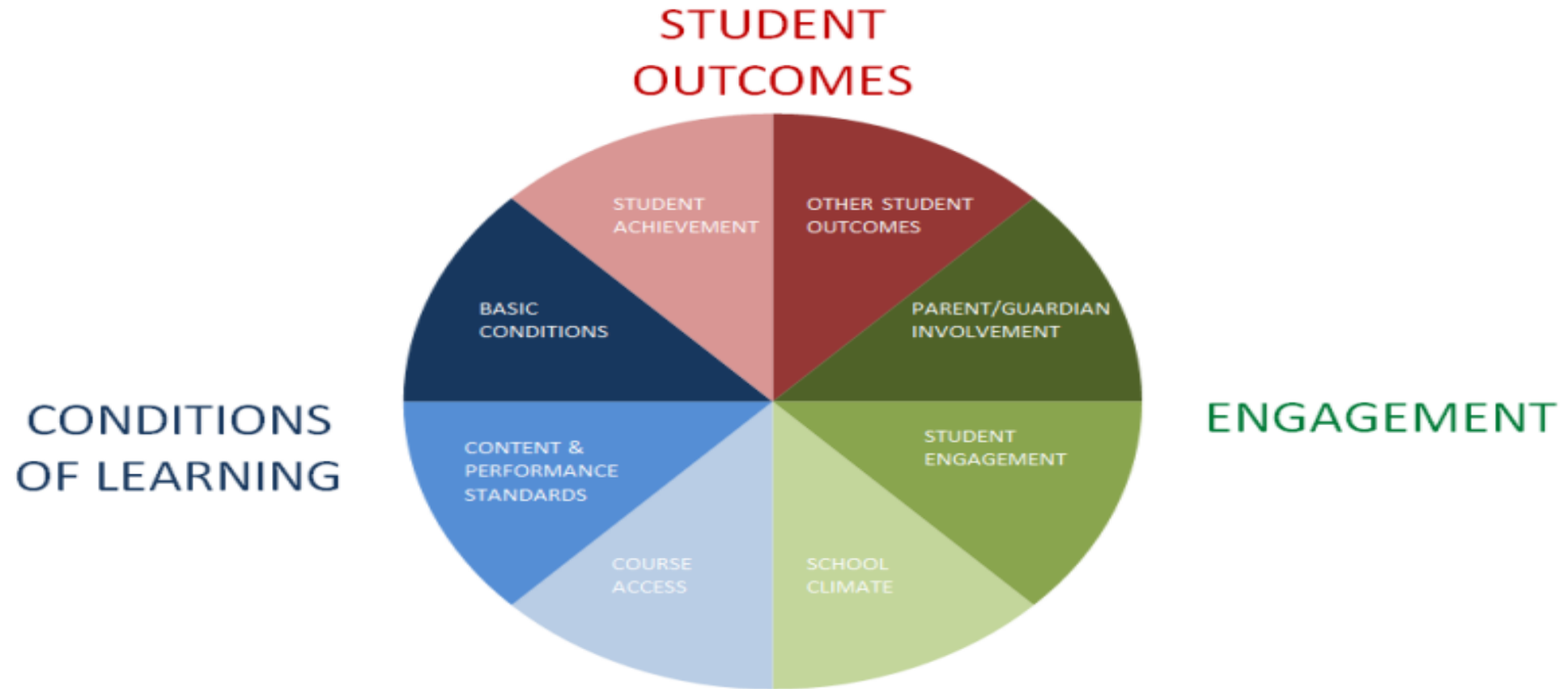
Budget must align with the LCAP

LCAP and Budget must be adopted by June 30, 2022

State 8 Priorities

State Priorities established by Education Code 52060

Eight State Priorities for all students and each numerically significant subgroup:



Engaging Educational Partners

DELAC

Mixteco Parent
Advisory
Committee

African American
Parent Advisory
Committee

Superintendent's
Parent Advisory
Committee

LCAP Committee

Superintendent's
Fellows

PTA

Surveys to Staff
and Families

Middle School
Focus Groups

DLI Teacher Input

The Work

Convene a group of educational partners including parents, staff and community to analyze data and review student needs

1

Review existing federal, state and district policy and laws, including EL Roadmap

2

Review LCAP goals, actions and services from previous year

3

Determine which goals, actions and services will continue

Goals

Through-Line



Goal 1: All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.



Professional Development for all staff to focus on first instruction, differentiation of instruction, and culturally responsive teaching practices



Extended Learning

Summer School
Before/After School
Intersessions



Teacher Support and Resources

Science/Social Studies
Opportunities for collaboration
Teachers on Special
Assignment



Intervention for students

Mathematics
Language Arts

Goal 1

Continuing Actions and Services



3 Professional Development Days – 1.1

Literacy Intervention Teachers – 1.2

Instructional Rounds For Administrators – 1.32

Teaching for Biliteracy Training – 1.4

Biliteracy Unit Planning – 1.20

Collaborative Planning for Biliteracy Teachers – 1.20

Report Card Implementation and Support – 1.9

Goal 1

Continuing Actions and Services



Student Tutoring Support – 1.16

Science Implementation Training – 1.9

AVID support – 1.29

English Learner Support Services – 1.22

Alignment of Preschool – 3rd Grade Mathematics – 1.8

Four Week Introduction to Kindergarten - 1.8

Early Childhood Administrative Support – 1.8

Goal 1

Continuing Actions and Services



Teachers on Special Assignment – 1.9

- Science Specialist
- 2 Instructional Technology Specialist
- 1 EL Specialist
- 1 DLI Specialist
- Consulting Teacher Support
- TK/K Specialist



Goal 1

New Actions and Services

Banking of Minutes for Teacher Planning and Collaboration – 1.35

Number Corner Training – 1.5

ELD/English Language Training – 1.3

Spanish Assessment Focus Group – 1.18

Grade Level Meetings – 1.20

Implementation of UTK – 1.8

Articulation of TK and K Teachers – 1.8

Professional Learning for Teachers on Special Assignment – 1.20

Training on GATE strategies – 1.11

Professional Training for UTK – 1.5

Social Science Specialist -1.9

DLI Teacher on Special Assignment -1.9

Goal 1

New Actions and Services



Purchase of Developmentally Appropriate materials and furniture – 1.8

Assignment of 8 Hour Paraprofessionals to K Classes – 1.8

Assignment of Preschool teachers to TK Classrooms – 1.8

Professional Development of UTK teaching teams – 1.8

Expansion of Expanded Learning Opportunity Program (Plan is in development) - 1.6

Independent Study Program – 1.33

Middle School Collaboratives – 1.34

Professional Learning for MS Physical Education Teachers – Leadership and Instruction -1.9



Metrics Overview for Goal 1

California Dashboard Data is unavailable until Fall 2022

Local Data

Renaissance STAR	Baseline 2021 Met or Exceeded	June 2022 Met or Exceeded
Early Literacy	33.2 %	39.9%
Spanish Early Literacy	53.0%	57.8%
English Literacy	27.2 %	27.9%
Spanish Language Arts	49.2%	50.2% ¹
Mathematics	16.3%	19.7%

State Priorities 1,2,4,8

Goal 2:
Students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness.



Goal 2

Continuing Actions and Services



Restorative Practices training – 2.7

Foster Youth Transportation – 2.2

PDAP Counselors – 2.6

Support for Homeless Youth – 2.2

LMFT – 2.5

Social Workers – 2.5

Panorama Education 2.4

Goal 2

New Actions and Services



MTSS Coordinators - 2.4

Additional Counselors - ELOP - 1.6

Professional Development for Counselors - 2.4

Additional Social Workers - 2.5

Additional LMFT - 2.5

Additional Custodial Staff to support school cleanliness -2.10



Metrics Overview for Goal 2

California Dashboard Data is unavailable unit Fall 2022

Local Measures

Local Measures	Dashboard Baseline 2019	June 2022
Attendance	96.05%	91.49%
Suspension	3.2%	3.2%
Expulsion	.02%	.02%

State Priorities 5 and 6

Goal 3: Improve communication with parents, community and staff

- Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework.
- Design structures and spaces to promote and ensure parent voice, agency, involvement and leadership development.
- Ensure and enhance our communication with families through the use of a variety of platforms.
- Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.
- Include the voices of our different parent groups in the design of learning experiences for student and families.
- Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.

Goal 3

Continuing Actions and Services



Superintendent's Fellows – 3.10

Family Support Services – 3.6

Roll-out of New Webpage

Family and Community Engagement – 3.1

- African American Parent Advisory Committee
- Mixteco Parent Advisory Committee
- District English Learner Advisory Committee
- PTA
- Superintendent's Parent Advisory Committee
- Project 2 Inspire
- Family and Community Engagement Committee

Goal 3

New Actions and Services



Asian American and Pacific Islander Parent Advisory Committee – 3.1

Special Education Team participation in all advisory communities to foster inclusive practices

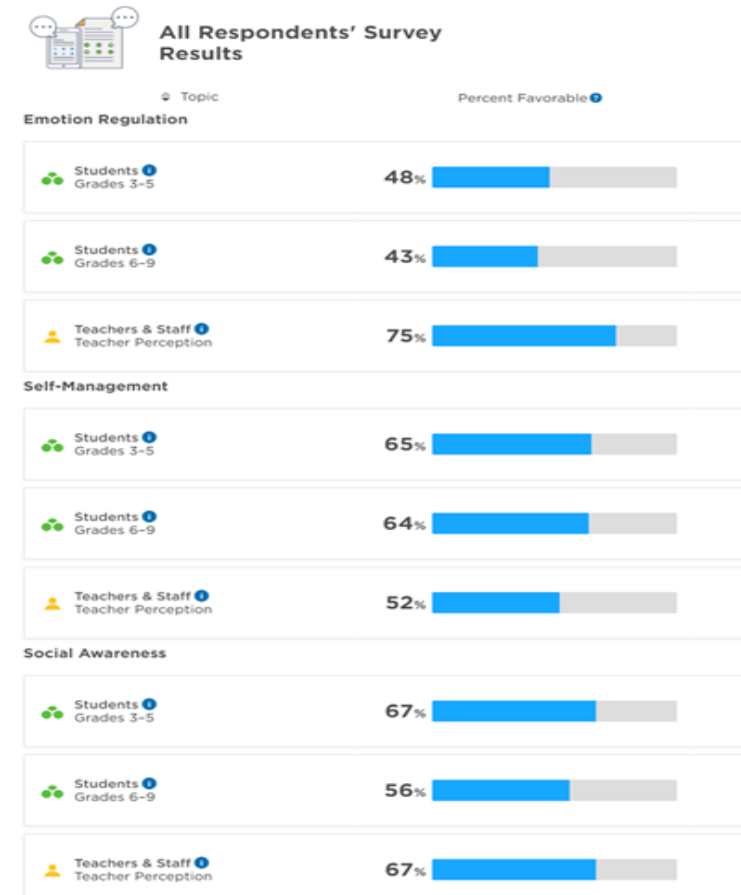
Additional of Office Assistants II to support school safety and communication and access-2.10

Additional Administrative Staff (Assistant Principals) to support K-5 schools with school safety and communication 2.10

Metrics Overview for Goal 3

Surveys	Baseline Favorable Responses 2021	Favorable Responses 2022
Parent/Community Survey	1398 Responses – 85%	941 Responses – 87%
Staff Survey	228 Responses – 70%	

State Priority 3



Goal 4

Contributes to all Oxnard School District Goals

- Facilities
- Staff
- Operations



Goal 4

New Actions and Services



One-time bonuses for staff (classified and certificated)

Increases in salaries for staff (classified and certificated)

Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: June 22, 2022

Agenda Section: Section D: Action Items

Adoption of Oxnard School District 2022/23 Budget (Mitchell/Crandall Plasencia)

Subsequent to the public hearing held at the June 1, 2022 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2022/23 fiscal year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2022/23 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District 2022/23 Adopted Budget \(130 pages\)](#)
[2022/23 Proposed Adopted Budget Presentation \(18 pages\)](#)

2022-23
Adopted Budget



Board Meeting of
June 22, 2022

(Includes Estimated 2021-22 Financial Data)

Prepared by:
Valerie Mitchell, Interim Assistant Superintendent,
Business & Fiscal Services
and
Mary Crandall Plasencia, Director of Finance

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.

Vision:

Empowering all children to achieve excellence

June 22, 2022

Members of the Board of Trustees:

The Oxnard School District (District) is pleased to present the Adopted Budget for 2022/23, the multi-year projections as required by state education code, as well as the Estimated Actuals for 2021/22. Actual 2021/22 revenues and expenditures will be presented to the Board with the year-end Unaudited Actuals Financial Report in September 2022. Additionally, within 45 days of the Governor signing the state's 2022-23 Budget Act, anticipated prior to June 30, 2022, a revised summary will be provided regarding the impact to Oxnard School District's Adopted Budget for 2022-23.

GENERAL FUND 2022-23 BUDGET YEAR

REVENUES

1. ADA (Average Daily Attendance) - The ADA used for 2022-23 is based on enrollment projections and prior year trends. The District continues to experience declining enrollment. It is anticipated that enrollment will begin to level off in the 2024-25 fiscal year.
2. Local Control Funding Formula and Cost of Living Adjustment –LCFF for 2022-23 is projected to increase with an applied Cost of Living Adjustment (COLA) of 6.56%. Worksheets showing the LCFF calculations are included in this report.
3. Lottery Revenues- Lottery funds are projected for 2022-23 at \$163/ADA for Unrestricted, and \$65/ADA for the Prop. 20 Restricted Lottery.

EXPENDITURES

1. Certificated and Classified Salaries - Step and column increases averaging 1.3% for all employees have been added to the budget. Additionally, anticipated salary schedule increases of 4.5% for the 2021-22 fiscal year, have been calculated and added to the budget.
2. Employer Contributions to Employee Pension Plans – Fiscal year 2022-23 contribution rates funded by the District for certificated employees' State Teachers Retirement System (STRS) benefits increase by 2.18% to 19.10% and classified employees' Public Employees Retirement System (PERS) benefits increase by 2.46% to 25.37%.
3. Retiree Benefits – No increase to the rates has been budgeted.
4. Worker's Compensation Premiums – rates are steady at 2.00%.
5. State Unemployment Insurance – School Employer rates remain at 0.50%.

6. Budget Adjustments – The 2022-23 Adopted Budget is built on the assumption that expenditures, in any object, may not exceed their budgeted amounts without Board approval. Adjustments may be made throughout the year to insure budgetary compliance.

OTHER FUNDS

Child Development Fund (Form 12) - Used for State Preschool Programs.

Cafeteria Account (Form 13) – Used for Child Nutrition Services operations.

Deferred Maintenance Fund (Form 14) – Used for the Deferred Maintenance program.

Building Fund (Form 21) - The 2016 G.O. Bond (Measure D) project expenditures are included as reflected in the Board-Approved Master Construct and Implementation Plan.

Capital Facilities Funds/Consolidated (Form 25) - Revenues in this fund are dependent on residential and commercial development in the Community.

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for the 1988, 1997, 2012 and 2016 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Retiree Benefits Trust Fund to provide for the cost of retiree benefits across all programs and funds was established in 2004. This fund collects pay-as-you-go revenues from the general fund for the purpose of paying future retiree benefits. Payment for the contribution for retiree's benefits to the Gold Coast Health Benefits Trust and Self-Insured Schools of California (SISC) are made from this fund.

RESERVES

The reserve for economic uncertainty is projected to be at 10.0% at June 30, 2023, in accordance with revised board policy 3100 which establishes minimum levels for the reserve for economic uncertainty at a range of 6.0% to 10.0%. The state-required minimum reserve for economic uncertainty of 3.0% represents less than two weeks of payroll for Oxnard School District. Maintaining adequate financial reserves provides the opportunity to stabilize the district's fiscal position. Adequate reserves also provide options to respond to unexpected circumstances and protect the district from changes in state funding either from economic volatility and/or continued declining enrollment, as well as from unanticipated increases in expenditures. Maintaining adequate reserves mitigates these risks and provides stability and continuity of operations for the Oxnard community.

MULTI-YEAR CONSIDERATIONS

Enrollment is projected to continue to decline in the next few years, and to level-out by 2024-25. Inflation related expenditure increases have been calculated at between 3.14% and 1.97%. Increases for step and column, PERS, and STRS have also been included. A listing of all the planning factors and budget assumptions is included in the following pages.

EDUCATION PROTECTION ACCOUNT

Funds received as a result of Proposition 30, extended by Proposition 55, was first passed by voters in November 2012. This measure temporarily increased the sales tax and personal income tax. School districts are required to publicly discuss and approve utilization of EPA funds. The EPA is based on a formula from the state, which is a percentage of the state's revenue. For fiscal year 2022/23, the EPA is projected at 49% of the state LCFF revenue. The EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. Each year, local educational agencies must publish on their website an accounting of the amount of resources received from the EPA and how the funds were expended. In addition, the annual financial audit includes verification that EPA funds were used as specified by Proposition 30. Oxnard School District's EPA revenue for 2022-23 is projected at \$36.4 million and all funds will be used for teacher salary and benefit costs at school sites.

The proposed budget was prepared based on guidance from several sources, including the Common Message from the Ventura County Office of Education, and other sources of best information available at the time of this report based on the Governor's May Revision.

Respectfully submitted,

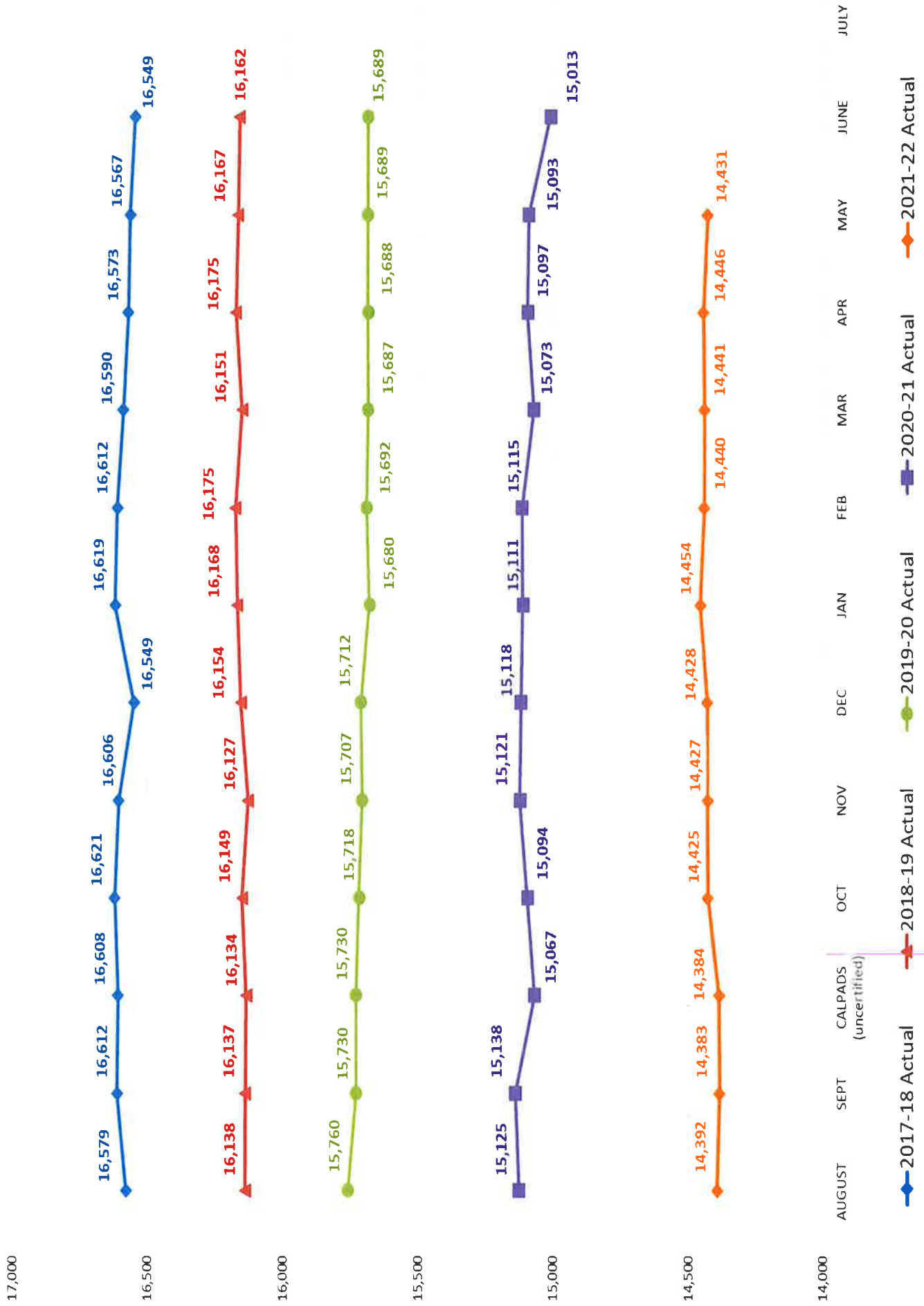


Valerie Mitchell
Interim Assistant Superintendent, Business & Fiscal Services

Assumptions for Budget Development - 2022-23 Adopted Budget

Planning Factor	2022-23	2023-24	2024-25
Estimated Funded ADA (Average Daily Attendance)	14,555.04	13,806.82	12,958.61
Funded UPP (Unduplicated Pupil Percentage)	90.81%	90.20%	90.05%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA (Planning COLA)	6.56%	5.38%	4.02%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	25.37%	25.20%	24.60%
Lottery - Unrestricted per ADA	\$163	\$163	\$163
Lottery - Prop 20 per ADA	\$65	\$65	\$65
Mandated Block Grant per ADA	\$34.94	\$36.82	\$37.98
Consumer Price Index (CPI) applied to non-salary expenditures	6.11%	3.14%	1.97%
Routine Restricted Maintenance Account	3% of total General Fund expenditures		
Health Benefits - Hard Cap with no anticipated changes	Varies by Bargaining Unit		

Oxnard School District Enrollment History 2017-18 through 2021-22 Actuals



	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
SUMMARY OF FUNDING								
General Assumptions								
COLA & Augmentation				5.38%	4.02%	3.72%	3.72%	3.72%
Base Grant Proration Factor			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
LCFF Entitlement								
Base Grant	\$122,597,954	\$119,272,691	\$125,106,202	\$127,498,012	\$124,458,147	\$126,234,451	\$128,390,519	\$128,390,519
Grade Span Adjustment	5,497,559	5,223,953	5,489,023	5,521,409	5,341,396	5,481,201	5,604,642	5,604,642
Supplemental Grant	22,163,086	21,859,121	23,653,407	24,158,987	23,987,601	23,721,989	24,129,848	24,129,848
Concentration Grant	20,181,448	20,411,225	30,185,780	30,962,265	29,571,581	30,008,119	30,518,738	30,518,738
Add-ons: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077	500,077	500,077	500,077	500,077
Add-ons: Home-to-School Transportation	1,209,393	1,209,393	1,209,393	1,209,393	1,209,393	1,209,393	1,209,393	1,209,393
Add-ons: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
Add-ons: Transitional Kindergarten	-	-	-	-	-	-	-	-
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$172,149,517	\$168,476,460	\$186,143,882	\$190,885,327	\$185,647,725	\$188,463,299	\$191,709,946	\$191,709,946
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-	-	-
Total LCFF Entitlement	\$172,149,517	\$168,476,460	\$186,143,882	\$190,885,327	\$185,647,725	\$188,463,299	\$191,709,946	\$191,709,946
LCFF Entitlement Per ADA	\$ 10,981	\$ 11,049	\$ 12,229	\$ 13,115	\$ 14,326	\$ 14,872	\$ 15,427	\$ 15,427
Components of LCFF By Object Code								
State Aid (Object Code 8011)	\$ 130,204,694	\$ 90,990,139	\$ 119,791,758	\$ 126,198,909	\$ 127,390,383	\$ 124,951,050	\$ 128,481,495	\$ 132,341,272
EPA (for LCFF calculation purposes)	\$ 12,856,655	\$ 48,520,170	\$ 38,041,233	\$ 36,375,527	\$ 34,505,614	\$ 32,385,784	\$ 31,670,913	\$ 31,057,783
<i>Local Revenue Sources:</i>								
Property Taxes (Object Code 8021 to 8089)	\$ 29,088,168	\$ 28,966,151	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891
In-Lieu of Property Taxes (Object Code 8096)	\$ 29,088,168	\$ 28,966,151	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891	\$ 28,310,891
<i>Property Taxes net of In-Lieu</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING	\$172,149,517	\$168,476,460	\$186,143,882	\$190,885,327	\$185,647,725	\$188,463,299	\$191,709,946	\$191,709,946
Basic Aid Status	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid	Non-Basic Aid
Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LCFF Entitlement	\$172,149,517	\$168,476,460	\$186,143,882	\$190,885,327	\$185,647,725	\$188,463,299	\$191,709,946	\$191,709,946
SUMMARY OF EPA								
% of Adjusted Revenue Limit - Annual	16.13801139%	70.06785065%	49.17914663%	49.17914663%	49.17914663%	49.17914663%	49.17914663%	49.17914663%
% of Adjusted Revenue Limit - P-2	16.08698870%	70.06785065%	49.17914663%	49.17914663%	49.17914663%	49.17914663%	49.17914663%	49.17914663%
EPA (for LCFF calculation purposes)	\$ 12,856,655	\$ 48,520,170	\$ 38,041,233	\$ 36,375,527	\$ 34,505,614	\$ 32,385,784	\$ 31,670,913	\$ 31,057,783
EPA, Current Year (Object Code 8012)	\$ 12,856,655	\$ 48,520,170	\$ 38,041,233	\$ 36,375,527	\$ 34,505,614	\$ 32,385,784	\$ 31,670,913	\$ 31,057,783
(P-2, plus Current Year Accrual)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EPA, Prior Year Adjustment (Object Code 8019)	\$ 193,448.00	\$ 40,648.00	\$ (1,797,695.22)	\$ -	\$ -	\$ -	\$ -	\$ -
(P-A, less Prior Year Accrual)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accrual (from Data Entry tab)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES								
Base Grant (Excludes add-ons for TIG and Transportation)	\$ 128,095,513	\$ 124,496,644	\$ 130,595,225	\$ 134,054,605	\$ 130,989,776	\$ 133,023,721	\$ 135,351,890	\$ 135,351,890
Supplemental and Concentration Grant funding in the LCAP year	\$ 42,344,534	\$ 42,270,346	\$ 53,839,187	\$ 55,121,252	\$ 52,948,479	\$ 53,730,108	\$ 54,648,586	\$ 54,648,586
Percentage to Increase or Improve Services	33.06%	33.95%	41.23%	41.12%	40.42%	40.39%	40.38%	40.38%

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
SUMMARY OF STUDENT POPULATION								
Unduplicated Pupil Population								
Enrollment	15,727	15,131	14,379	13,912	13,445	12,974	12,712	12,712
COE Enrollment	54	52	42	42	42	42	42	42
Total Enrollment	15,781	15,183	14,421	13,954	13,487	13,016	12,754	12,754
Unduplicated Pupil Count	14,078	13,909	13,033	12,539	12,121	11,706	11,458	11,458
COE Unduplicated Pupil Count	26	31	22	22	22	22	22	22
Total Unduplicated Pupil Count	14,104	13,940	13,055	12,561	12,143	11,728	11,480	11,480
Rolling %, Supplemental Grant	86.5100%	87.7900%	90.5600%	90.8100%	90.2000%	90.0500%	90.0500%	90.0400%
Rolling %, Concentration Grant	86.5100%	87.7900%	90.5600%	90.8100%	90.2000%	90.0500%	90.0500%	90.0400%
SUMMARY OF LCFF ADA								
Prior Year ADA for the Hold Harmless (adjusted for current year charter shift)								
Grades TK-3	6,854.55	6,512.97	6,512.97	5,422.13	5,530.00	5,331.00	5,242.00	5,301.00
Grades 4-6	5,209.83	5,166.20	5,166.20	4,599.78	4,333.00	4,266.00	4,114.00	4,008.00
Grades 7-8	3,548.36	3,504.47	3,504.47	3,162.22	3,076.00	3,042.00	2,970.00	2,894.00
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	15,612.74	15,183.64	15,183.64	13,184.13	12,939.00	12,639.00	12,326.00	12,203.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	15,612.74	15,183.64	15,183.64	13,184.13	12,939.00	12,639.00	12,326.00	12,203.00
Prior 3-Year Average ADA (adjusted for +/- current year charter shift)								
Grades TK-3	6,149.36	5,821.70	5,427.71	5,367.67	5,291.33	5,291.33	5,291.33	5,291.33
Grades 4-6	4,977.39	4,699.66	4,399.59	4,237.67	4,129.33	4,129.33	4,129.33	4,129.33
Grades 7-8	3,390.39	3,247.56	3,093.41	3,029.33	3,029.33	3,029.33	3,029.33	3,029.33
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	14,517.14	13,768.92	12,920.71	12,634.67	12,549.99	12,480.00	12,449.99	12,449.99
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	14,517.14	13,768.92	12,920.71	12,634.67	12,549.99	12,480.00	12,449.99	12,449.99
Current Year Charter Shift ADA for the Hold Harmless and Prior 3-Year Average								
Current Year ADA								
Grades TK-3	6,512.97	5,422.13	5,530.00	5,530.00	5,331.00	5,242.00	5,301.00	5,301.00
Grades 4-6	5,166.20	4,599.78	4,333.00	4,333.00	4,266.00	4,114.00	4,008.00	4,008.00
Grades 7-8	3,504.47	3,162.22	3,076.00	3,076.00	3,042.00	2,970.00	2,894.00	2,894.00
Grades 9-12	-	-	-	-	-	-	-	-
LCFF Subtotal	15,183.64	13,184.13	12,939.00	12,939.00	12,639.00	12,326.00	12,203.00	12,203.00
NSS	-	-	-	-	-	-	-	-
Combined Subtotal	15,183.64	13,184.13	12,939.00	12,939.00	12,639.00	12,326.00	12,203.00	12,203.00
Change in LCFF ADA (excludes NSS ADA)								
Grades TK-3	(429.10)	No Change	(1,999.51)	(245.13)	(300.00)	(313.00)	(123.00)	No Change
Grades 4-6	Decline	No Change	Decline	Decline	Decline	Decline	Decline	No Change
Grades 7-8	Decline	No Change	Decline	Decline	Decline	Decline	Decline	No Change
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	(429.10)	No Change	(1,999.51)	(245.13)	(300.00)	(313.00)	(123.00)	No Change
Funded LCFF ADA for the Hold Harmless								
Grades TK-3	6,854.55	6,512.97	6,512.97	6,149.36	5,821.70	5,427.71	5,367.67	5,291.33
Grades 4-6	5,209.83	5,166.20	5,166.20	4,599.78	4,333.00	4,237.67	4,129.33	4,129.33
Grades 7-8	3,548.36	3,504.47	3,504.47	3,162.22	3,076.00	3,029.33	2,970.00	2,968.67
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	15,612.74	15,183.64	15,183.64	14,517.14	13,768.92	12,920.71	12,634.67	12,389.33
	Prior	Current	Prior	3-PY Average	3-PY Average	3-PY Average	3-PY Average	3-PY Average
Funded NSS ADA								
Grades TK-3	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-	-	-
	Prior	Current	Prior	3-PY Average	3-PY Average	3-PY Average	3-PY Average	3-PY Average
	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior

		7/1/2022									
		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27		
NPS, CDS, & COE Operated											
Grades TK-3		8.82	8.82	6.06	6.06	6.06	6.06	6.06	6.06	6.06	6.06
Grades 4-6		20.53	20.53	11.32	11.32	11.32	11.32	11.32	11.32	11.32	11.32
Grades 7-8		34.91	34.91	20.52	20.52	20.52	20.52	20.52	20.52	20.52	20.52
Grades 9-12		-	-	-	-	-	-	-	-	-	-
Subtotal		64.26	64.26	37.90	37.90	37.90	37.90	37.90	37.90	37.90	37.90
ACTUAL ADA (Current Year Only)											
Grades TK-3		6,521.79	6,521.79	5,428.19	5,536.06	5,337.06	5,248.06	5,307.06	5,307.06	5,307.06	5,307.06
Grades 4-6		5,186.73	5,186.73	4,611.10	4,344.32	4,277.32	4,125.32	4,019.32	4,019.32	4,019.32	4,019.32
Grades 7-8		3,539.38	3,539.38	3,182.74	3,096.52	3,062.52	2,990.52	2,914.52	2,914.52	2,914.52	2,914.52
Grades 9-12		-	-	-	-	-	-	-	-	-	-
Total Actual ADA		15,247.90	15,247.90	13,222.03	12,976.90	12,676.90	12,363.90	12,240.90	12,240.90	12,240.90	12,240.90
TOTAL FUNDED ADA											
Grades TK-3		6,863.37	6,521.79	6,519.03	6,155.42	5,827.76	5,433.77	5,373.73	5,297.39	5,297.39	5,297.39
Grades 4-6		5,230.36	5,186.73	5,177.52	4,988.71	4,710.98	4,410.91	4,248.99	4,140.65	4,140.65	4,140.65
Grades 7-8		3,583.27	3,539.38	3,524.99	3,410.91	3,268.08	3,113.93	3,049.85	2,989.19	2,989.19	2,989.19
Grades 9-12		-	-	-	-	-	-	-	-	-	-
Total		15,677.00	15,247.90	15,221.54	14,555.04	13,806.82	12,958.61	12,672.57	12,427.23	12,427.23	12,427.23
<i>Funded Difference (Funded ADA less Actual ADA)</i>		429.10	-	1,999.51	1,578.14	1,129.92	594.71	431.67	186.33	186.33	186.33
FUNDED ADA for the Transitional Kindergarten Add-on											
Current Year TK ADA				180.00	368.00	377.00	386.00	409.00	409.00	409.00	409.00
Funded ADA					368.00	377.00	386.00	409.00	409.00	409.00	409.00

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
PER-ADA FUNDING LEVELS								
Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	\$ 11,314	\$ 11,390	\$ 12,619	\$ 13,466	\$ 14,139	\$ 14,693	\$ 15,241	\$ 15,807
Grades 4-6	\$ 10,402	\$ 10,472	\$ 11,602	\$ 12,382	\$ 13,000	\$ 13,510	\$ 14,013	\$ 14,533
Grades 7-8	\$ 10,711	\$ 10,783	\$ 11,945	\$ 12,748	\$ 13,385	\$ 13,910	\$ 14,428	\$ 14,964
Grades 9-12	\$ 12,736	\$ 12,822	\$ 14,203	\$ 15,158	\$ 15,914	\$ 16,539	\$ 17,154	\$ 17,791
Base Grants								
Grades TK-3	\$ 7,702	\$ 7,702	\$ 8,093	\$ 8,624	\$ 9,088	\$ 9,453	\$ 9,805	\$ 10,170
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 8,754	\$ 9,225	\$ 9,596	\$ 9,953	\$ 10,323
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,013	\$ 9,498	\$ 9,880	\$ 10,248	\$ 10,629
Grades 9-12	\$ 9,329	\$ 9,329	\$ 9,802	\$ 10,445	\$ 11,007	\$ 11,449	\$ 11,875	\$ 12,317
Grade Span Adjustment								
Grades TK-3	\$ 801	\$ 801	\$ 842	\$ 897	\$ 945	\$ 983	\$ 1,020	\$ 1,058
Grades 9-12	\$ 243	\$ 243	\$ 255	\$ 272	\$ 286	\$ 298	\$ 309	\$ 320
Prorated Base, Supplemental and Concentration Rate per ADA								
Grades TK-3	\$ 8,503	\$ 8,503	\$ 8,935	\$ 9,521	\$ 10,033	\$ 10,436	\$ 10,825	\$ 11,228
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 8,754	\$ 9,225	\$ 9,596	\$ 9,953	\$ 10,323
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,013	\$ 9,498	\$ 9,880	\$ 10,248	\$ 10,629
Grades 9-12	\$ 9,572	\$ 9,572	\$ 10,057	\$ 10,717	\$ 11,293	\$ 11,747	\$ 12,184	\$ 12,637
Prorated Base Grants								
Grades TK-3	\$ 7,702	\$ 7,702	\$ 8,093	\$ 8,624	\$ 9,088	\$ 9,453	\$ 9,805	\$ 10,170
Grades 4-6	\$ 7,818	\$ 7,818	\$ 8,215	\$ 8,754	\$ 9,225	\$ 9,596	\$ 9,953	\$ 10,323
Grades 7-8	\$ 8,050	\$ 8,050	\$ 8,458	\$ 9,013	\$ 9,498	\$ 9,880	\$ 10,248	\$ 10,629
Grades 9-12	\$ 9,329	\$ 9,329	\$ 9,802	\$ 10,445	\$ 11,007	\$ 11,449	\$ 11,875	\$ 12,317
Prorated Grade Span Adjustment								
Grades TK-3	\$ 801	\$ 801	\$ 842	\$ 897	\$ 945	\$ 983	\$ 1,020	\$ 1,058
Grades 9-12	\$ 243	\$ 243	\$ 255	\$ 272	\$ 286	\$ 298	\$ 309	\$ 320
Supplemental Grant								
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	\$ 1,701	\$ 1,701	\$ 1,787	\$ 1,904	\$ 2,007	\$ 2,087	\$ 2,165	\$ 2,246
Grades 4-6	\$ 1,564	\$ 1,564	\$ 1,643	\$ 1,751	\$ 1,845	\$ 1,919	\$ 1,991	\$ 2,065
Grades 7-8	\$ 1,610	\$ 1,610	\$ 1,692	\$ 1,803	\$ 1,900	\$ 1,976	\$ 2,050	\$ 2,126
Grades 9-12	\$ 1,914	\$ 1,914	\$ 2,011	\$ 2,143	\$ 2,259	\$ 2,349	\$ 2,437	\$ 2,527
Actual - 1.00 ADA, Local UPP as follows:								
Grades TK-3	\$ 86.51%	\$ 87.79%	\$ 90.56%	\$ 90.81%	\$ 90.20%	\$ 90.05%	\$ 90.05%	\$ 90.04%
Grades 4-6	\$ 1,471	\$ 1,493	\$ 1,618	\$ 1,729	\$ 1,810	\$ 1,880	\$ 1,950	\$ 2,022
Grades 7-8	\$ 1,353	\$ 1,373	\$ 1,488	\$ 1,590	\$ 1,664	\$ 1,728	\$ 1,793	\$ 1,859
Grades 9-12	\$ 1,393	\$ 1,413	\$ 1,532	\$ 1,637	\$ 1,713	\$ 1,846	\$ 1,914	\$ 2,022
Concentration Grant (>55% population)								
Maximum - 1.00 ADA, 100% UPP								
Grades TK-3	\$ 4,252	\$ 4,252	\$ 5,808	\$ 6,189	\$ 6,521	\$ 6,783	\$ 7,036	\$ 7,298
Grades 4-6	\$ 3,909	\$ 3,909	\$ 5,340	\$ 5,690	\$ 5,996	\$ 6,237	\$ 6,469	\$ 6,710
Grades 7-8	\$ 4,025	\$ 4,025	\$ 5,498	\$ 5,858	\$ 6,174	\$ 6,422	\$ 6,661	\$ 6,909
Grades 9-12	\$ 4,786	\$ 4,786	\$ 6,537	\$ 6,966	\$ 7,340	\$ 7,636	\$ 7,920	\$ 8,214
Actual - 1.00 ADA, Local UPP >55% as follows:								
Grades TK-3	\$ 31.5100%	\$ 32.7900%	\$ 35.5600%	\$ 35.8100%	\$ 35.2000%	\$ 35.0500%	\$ 35.0500%	\$ 35.0400%
Grades 4-6	\$ 1,340	\$ 1,394	\$ 2,065	\$ 2,216	\$ 2,296	\$ 2,378	\$ 2,466	\$ 2,557
Grades 7-8	\$ 1,232	\$ 1,282	\$ 1,899	\$ 2,038	\$ 2,111	\$ 2,186	\$ 2,268	\$ 2,351
Grades 9-12	\$ 1,268	\$ 1,320	\$ 1,955	\$ 2,098	\$ 2,173	\$ 2,251	\$ 2,335	\$ 2,421
Grades 9-12	\$ 1,508	\$ 1,569	\$ 2,325	\$ 2,495	\$ 2,584	\$ 2,676	\$ 2,776	\$ 2,878

G = General Ledger Data; S =
Supplemental Data

Form	Description	Data Supplied For:	
		2021-22 Estimated Actuals	2022-23 Budget
X 01	General Fund/County School Service Fund	GS	GS
X 08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
X 12	Child Development Fund	G	G
X 13	Cafeteria Special Revenue Fund	G	G
X 14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
X 21	Building Fund	G	G
X 25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
X 35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
X 51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
X 71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
X A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		

CASH	Cashflow Worksheet		
X CB	Budget Certification		S
X CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	G	
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	
X MYP	Multi year Projections - General Fund		GS
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
X 01CS	Criteria and Standards Review	GS	GS

Description	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES							
1) LCFF Sources	185,179,515.00	0.00	185,179,515.00	189,385,327.00	0.00	189,385,327.00	2.3%
2) Federal Revenue	0.00	38,697,892.00	38,697,892.00	0.00	18,408,818.00	18,408,818.00	-52.4%
3) Other State Revenue	3,166,389.00	26,603,269.00	29,769,658.00	2,764,041.00	17,286,401.00	20,030,442.00	-32.7%
4) Other Local Revenue	1,479,670.00	11,070,459.00	12,550,129.00	1,429,394.00	11,971,999.00	13,401,393.00	6.8%
5) TOTAL REVENUES	189,825,574.00	76,371,620.00	266,197,194.00	193,578,762.00	47,647,218.00	241,225,980.00	-9.4%
B. EXPENDITURES							
1) Certificated Salaries	57,135,203.00	26,798,677.00	83,933,880.00	71,376,112.00	25,932,946.00	97,309,058.00	15.9%
2) Classified Salaries	14,473,715.00	18,067,821.00	32,541,536.00	17,061,288.00	16,287,589.00	33,348,877.00	2.5%
3) Employee Benefits	27,888,638.00	15,711,335.00	43,599,973.00	35,657,060.00	18,374,052.00	54,031,112.00	23.9%
4) Books and Supplies	4,126,424.00	8,914,014.00	13,040,438.00	8,100,022.00	7,546,228.00	15,646,250.00	20.0%
5) Services and Other Operating Expenditures	17,048,529.00	21,184,290.00	38,232,819.00	16,707,508.00	24,360,623.00	41,068,131.00	7.4%
6) Capital Outlay	5,467.00	642,078.00	647,545.00	10,000.00	656,511.00	666,511.00	2.9%
7) Other Outgo (excluding Transfers of Indirect Costs)	402,156.00	4,629,139.00	5,031,295.00	520,000.00	1,781,660.00	2,301,660.00	-54.3%
8) Other Outgo - Transfers of Indirect Costs	(2,029,785.00)	2,029,785.00	0.00	(1,804,976.00)	1,100,748.00	(704,228.00)	New
9) TOTAL EXPENDITURES	119,050,347.00	97,977,139.00	217,027,486.00	147,627,014.00	96,040,357.00	243,667,371.00	12.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)	70,775,227.00	(21,605,519.00)	49,169,708.00	45,951,748.00	(48,393,139.00)	(2,441,391.00)	-105.0%
D. OTHER FINANCING SOURCES/USES							
1) Interfund Transfers							
a) Transfers In	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses							
a) Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions	(32,397,825.00)	32,397,825.00	0.00	(44,522,969.00)	44,522,969.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES	(32,397,825.00)	32,397,825.00	0.00	(44,522,969.00)	44,522,969.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)	38,377,402.00	10,792,306.00	49,169,708.00	1,428,779.00	(3,870,170.00)	(2,441,391.00)	-105.0%
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	37,374,049.00	6,890,271.00	44,264,320.00	75,751,451.00	17,682,577.00	93,434,028.00	111.1%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			37,374,049.00	6,890,271.00	44,264,320.00	75,751,451.00	17,682,577.00	93,434,028.00	111.1%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			37,374,049.00	6,890,271.00	44,264,320.00	75,751,451.00	17,682,577.00	93,434,028.00	111.1%
2) Ending Balance, June 30 (E + F1e)			75,751,451.00	17,682,577.00	93,434,028.00	77,180,230.00	13,812,407.00	90,992,637.00	-2.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	17,682,577.00	17,682,577.00	0.00	13,812,407.00	13,812,407.00	-21.9%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	53,928,703.00	0.00	53,928,703.00	52,693,493.00	0.00	52,693,493.00	-2.3%
Student Transportation/Bus Replacement		9760	1,000,000.00		1,000,000.00			0.00	
Technology Device Refresh		9760	3,000,000.00		3,000,000.00			0.00	
Instructional Materials Adoptions		9760	2,000,000.00		2,000,000.00			0.00	
Building Maintenance One-Time Funds		9760	1,564,000.00		1,564,000.00			0.00	
Pandemic Learning and Recovery		9760	24,661,955.00		24,661,955.00			0.00	
Financial Stability Reserve		9760	21,702,748.00		21,702,748.00			0.00	
Student Transportation/Bus Replacement		9760			0.00	1,000,000.00		1,000,000.00	
Technology Device Refresh		9760			0.00	3,000,000.00		3,000,000.00	
Instructional Materials Adoptions		9760			0.00	2,000,000.00		2,000,000.00	
Building Maintenance One-Time Funds		9760			0.00	1,564,000.00		1,564,000.00	
Pandemic Learning and Recovery		9760			0.00	20,762,756.00		20,762,756.00	
Financial Stability Reserve		9760			0.00	24,366,737.00		24,366,737.00	
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	21,702,748.00	0.00	21,702,748.00	24,366,737.00	0.00	24,366,737.00	12.3%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
G. ASSETS									
1) Cash									

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00	0.00	0.00				
LCFF SOURCES			108,903,629.00	0.00	108,903,629.00	126,196,909.00	0.00	126,196,909.00	15.9%
Principal Apportionment									
State Aid - Current Year		8011							

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Education Protection Account State Aid - Current Year		8012	50,156,900.00	0.00	50,156,900.00	36,375,527.00	0.00	36,375,527.00	-27.5%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions									
Homeowners Exemptions		8021	161,196.00	0.00	161,196.00	158,930.00	0.00	158,930.00	-1.4%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	9,250.00	0.00	9,250.00	6,396.00	0.00	6,396.00	-30.9%
County & District Taxes									
Secured Roll Taxes		8041	25,556,395.00	0.00	25,556,395.00	24,720,431.00	0.00	24,720,431.00	-3.3%
Unsecured Roll Taxes		8042	556,812.00	0.00	556,812.00	523,350.00	0.00	523,350.00	-6.0%
Prior Years' Taxes		8043	103,794.00	0.00	103,794.00	82,320.00	0.00	82,320.00	-20.7%
Supplemental Taxes		8044	751,367.00	0.00	751,367.00	663,333.00	0.00	663,333.00	-11.7%
Education Revenue Augmentation Fund (ERAF)		8045	(383,229.00)	0.00	(383,229.00)	243,715.00	0.00	243,715.00	-163.6%
Community Redevelopment Funds (SB 617/699/1992)		8047	863,401.00	0.00	863,401.00	1,912,416.00	0.00	1,912,416.00	121.5%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			186,679,515.00	0.00	186,679,515.00	190,885,327.00	0.00	190,885,327.00	2.3%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(1,500,000.00)		(1,500,000.00)			(1,500,000.00)	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			185,179,515.00	0.00	185,179,515.00	189,385,327.00	0.00	189,385,327.00	2.3%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	3,043,148.00	3,043,148.00	0.00	3,020,889.00	3,020,889.00	-0.7%
Special Education Discretionary Grants		8182	0.00	155,525.00	155,525.00	0.00	139,449.00	139,449.00	-10.3%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		4,675,631.00	4,675,631.00		4,083,155.00	4,083,155.00	-12.7%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		1,288,515.00	1,288,515.00		350,000.00	350,000.00	-72.8%
Title III, Part A, Immigrant Student Program	4201	8290		28,105.00	28,105.00		0.00	0.00	-100.0%
Title III, Part A, English Learner Program	4203	8290		1,970,482.00	1,970,482.00		1,173,475.00	1,173,475.00	-40.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3040, 3045, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		799,875.00	799,875.00		515,000.00	515,000.00	-35.6%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	26,736,611.00	26,736,611.00	0.00	9,126,850.00	9,126,850.00	-65.9%
TOTAL, FEDERAL REVENUE			0.00	38,697,892.00	38,697,892.00	0.00	18,408,818.00	18,408,818.00	-52.4%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	372,761.00	372,761.00	0.00	388,311.00	388,311.00	4.2%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520		652,520.00	652,520.00	0.00	0.00	0.00	-100.0%
Mandated Costs Reimbursements		8550	498,214.00	0.00	498,214.00	502,729.00	0.00	502,729.00	0.9%
Lottery - Unrestricted and Instructional Materials		8560	2,320,043.00	776,543.00	3,096,586.00	2,251,312.00	897,762.00	3,149,074.00	1.7%
Tax Relief Subventions									
Restricted Levies - Other			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Homeowners' Exemptions		8575							

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		5,045,472.00	5,045,472.00		3,681,717.00	3,681,717.00	-27.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Implementation All Other State Revenue	7405 All Other	8590 8590	348,132.00	19,755,973.00	20,104,105.00	10,000.00	12,298,611.00	12,308,611.00	-38.8%
TOTAL, OTHER STATE REVENUE			3,166,389.00	26,603,269.00	29,769,658.00	2,764,041.00	17,266,401.00	20,030,442.00	-32.7%
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	4,518.00	0.00	4,518.00	2,000.00	0.00	2,000.00	-55.7%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	172,298.00	0.00	172,298.00	155,000.00	0.00	155,000.00	-10.0%
Interest		8660	130,495.00	0.00	130,495.00	180,000.00	0.00	180,000.00	37.9%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,172,359.00	204,017.00	1,376,376.00	1,092,394.00	676,661.00	1,769,055.00	28.5%
Tuition		8710	0.00	29,400.00	29,400.00	0.00	28,772.00	28,772.00	-2.1%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools		8791		0.00	0.00		0.00	0.00	0.0%
From County Offices		8792		10,837,042.00	10,837,042.00		11,266,566.00	11,266,566.00	4.0%
From JPAs		8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools		8791		0.00	0.00		0.00	0.00	0.0%
From County Offices		8792		0.00	0.00		0.00	0.00	0.0%
From JPAs		8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools		8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices		8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs		8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others									
TOTAL, OTHER LOCAL REVENUE			1,479,670.00	11,070,459.00	12,550,129.00	1,429,394.00	11,971,999.00	13,401,393.00	6.8%
TOTAL, REVENUES			189,825,574.00	76,371,620.00	266,197,194.00	193,578,762.00	47,647,218.00	241,225,980.00	-9.4%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	46,806,505.00	17,441,628.00	64,248,133.00	59,470,691.00	16,074,892.00	75,545,583.00	17.6%
Certificated Pupil Support Salaries		1200	4,232,337.00	7,194,851.00	11,427,188.00	5,839,043.00	6,717,687.00	12,556,730.00	9.9%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Certificated Supervisors' and Administrators' Salaries		1300	5,696,361.00	1,553,586.00	7,249,947.00	6,043,378.00	1,815,930.00	7,859,308.00	8.4%
Other Certificated Salaries		1900	400,000.00	608,612.00	1,008,612.00	23,000.00	1,324,437.00	1,347,437.00	33.6%
TOTAL, CERTIFICATED SALARIES			57,135,203.00	26,798,677.00	83,933,880.00	71,376,112.00	25,932,946.00	97,309,058.00	15.9%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,024,646.00	6,730,030.00	7,754,676.00	1,188,546.00	8,267,768.00	9,456,314.00	21.9%
Classified Support Salaries		2200	2,689,314.00	7,615,479.00	10,304,793.00	1,464,146.00	5,161,375.00	6,625,521.00	-35.7%
Classified Supervisors' and Administrators' Salaries		2300	1,320,054.00	568,477.00	1,888,531.00	1,625,842.00	742,364.00	2,368,206.00	25.4%
Clerical, Technical and Office Salaries		2400	6,761,727.00	1,751,889.00	8,513,616.00	8,257,010.00	1,811,803.00	10,068,813.00	18.3%
Other Classified Salaries		2900	2,677,974.00	1,401,946.00	4,079,920.00	4,525,744.00	304,279.00	4,830,023.00	18.4%
TOTAL, CLASSIFIED SALARIES			14,473,715.00	18,067,821.00	32,541,536.00	17,061,288.00	16,287,589.00	33,348,877.00	2.5%
EMPLOYEE BENEFITS									
STRS		3101-3102	9,137,464.00	4,185,281.00	13,322,745.00	12,642,805.00	4,698,208.00	17,341,013.00	30.2%
PERS		3201-3202	3,640,515.00	4,360,933.00	8,001,448.00	4,800,339.00	4,376,546.00	9,176,885.00	14.7%
CASDI/Medicare/Alternative		3301-3302	2,020,473.00	1,871,610.00	3,892,083.00	2,317,869.00	1,606,543.00	3,924,412.00	0.8%
Health and Welfare Benefits		3401-3402	8,444,390.00	3,641,405.00	12,085,795.00	10,933,052.00	5,183,592.00	16,116,644.00	33.4%
Unemployment Insurance		3501-3502	346,213.00	220,797.00	567,010.00	410,917.00	201,863.00	612,780.00	8.1%
Workers' Compensation		3601-3602	1,427,515.00	906,644.00	2,334,159.00	1,698,338.00	834,063.00	2,532,401.00	8.5%
OPEB, Allocated		3701-3702	2,390,723.00	991,832.00	3,382,555.00	2,840,521.00	1,473,237.00	4,313,758.00	27.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	481,345.00	(467,167.00)	14,178.00	13,219.00	0.00	13,219.00	-6.8%
TOTAL, EMPLOYEE BENEFITS			27,888,638.00	15,711,335.00	43,599,973.00	35,657,060.00	18,374,052.00	54,031,112.00	23.9%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	0.00	493,450.00	493,450.00	2,000,000.00	700,000.00	2,700,000.00	447.2%
Books and Other Reference Materials		4200	274,280.00	356,118.00	630,398.00	888,229.00	141,163.00	1,029,392.00	63.3%
Materials and Supplies		4300	3,619,380.00	6,872,402.00	10,491,782.00	4,458,768.00	6,240,805.00	10,699,573.00	2.0%
Noncapitalized Equipment		4400	232,764.00	1,192,044.00	1,424,808.00	753,025.00	434,260.00	1,187,285.00	-16.7%
Food		4700	0.00	0.00	0.00	0.00	30,000.00	30,000.00	New
TOTAL, BOOKS AND SUPPLIES			4,126,424.00	8,914,014.00	13,040,438.00	8,100,022.00	7,546,228.00	15,646,250.00	20.0%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	3,847,067.00	13,526,630.00	17,373,697.00	4,549,190.00	18,035,635.00	22,584,825.00	30.0%
Travel and Conferences		5200	204,922.00	350,002.00	554,924.00	447,734.00	522,333.00	970,067.00	74.8%
Dues and Memberships		5300	115,762.00	2,615.00	118,377.00	130,450.00	6,575.00	137,025.00	15.8%
Insurance		5400 - 5450	1,809,918.00	0.00	1,809,918.00	1,810,000.00	0.00	1,810,000.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Operations and Housekeeping Services		5500	2,765,831.00	5,858.00	2,771,689.00	3,102,000.00	5,500.00	3,107,500.00	12.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	428,937.00	204,357.00	633,294.00	774,496.00	267,680.00	1,042,176.00	64.6%
Transfers of Direct Costs		5710	(96,397.00)	96,397.00	0.00	(266,978.00)	266,978.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(33,206.00)	33,206.00	0.00	(139,200.00)	139,200.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,637,839.00	5,955,262.00	13,593,101.00	5,653,886.00	5,091,227.00	10,745,113.00	-21.0%
Communications		5900	367,856.00	1,009,963.00	1,377,819.00	645,930.00	25,495.00	671,425.00	-51.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			17,048,529.00	21,184,290.00	38,232,819.00	16,707,508.00	24,360,623.00	41,068,131.00	7.4%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	40,000.00	40,000.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	0.00	183,678.00	183,678.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	5,467.00	418,400.00	423,867.00	10,000.00	656,511.00	666,511.00	57.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,467.00	642,078.00	647,545.00	10,000.00	656,511.00	666,511.00	2.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	5,401.00	0.00	5,401.00	0.00	0.00	0.00	-100.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	20,000.00	0.00	20,000.00	New
Payments to County Offices		7142	396,755.00	1,781,660.00	2,178,415.00	500,000.00	1,781,660.00	2,281,660.00	4.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools		6500		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	2,847,479.00	2,847,479.00	0.00	0.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			402,156.00	4,629,139.00	5,031,295.00	520,000.00	1,781,660.00	2,301,660.00	-54.3%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310			0.00			0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(2,029,785.00)	2,029,785.00	0.00	(1,100,748.00)	1,100,748.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(2,029,785.00)	2,029,785.00	0.00	(704,228.00)	0.00	(704,228.00)	New
TOTAL, EXPENDITURES			119,050,347.00	97,977,139.00	217,027,486.00	147,627,014.00	96,040,357.00	243,667,371.00	12.3%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES									

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)		
SOURCES										
State Apportionments										
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds										
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources										
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds										
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES										
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS										
Contributions from Unrestricted Revenues		8980	(32,397,825.00)	32,397,825.00	0.00	(44,522,969.00)	44,522,969.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(32,397,825.00)	32,397,825.00	0.00	(44,522,969.00)	44,522,969.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(32,397,825.00)	32,397,825.00	0.00	(44,522,969.00)	44,522,969.00	0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	185,179,515.00	0.00	185,179,515.00	189,385,327.00	0.00	189,385,327.00	2.3%
2) Federal Revenue		8100-8299	0.00	38,697,892.00	38,697,892.00	0.00	18,408,818.00	18,408,818.00	-52.4%
3) Other State Revenue		8300-8599	3,166,389.00	26,603,269.00	29,769,658.00	2,764,041.00	17,266,401.00	20,030,442.00	-32.7%
4) Other Local Revenue		8600-8799	1,479,670.00	11,070,459.00	12,550,129.00	1,429,394.00	11,971,999.00	13,401,393.00	6.8%
5) TOTAL, REVENUES			189,825,574.00	76,371,620.00	266,197,194.00	193,578,762.00	47,647,218.00	241,225,980.00	-9.4%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		71,482,780.00	52,330,300.00	123,813,080.00	95,775,804.00	56,901,844.00	152,677,648.00	23.3%
2) Instruction - Related Services	2000-2999		15,763,573.00	8,077,887.00	23,841,460.00	14,802,001.00	11,309,129.00	26,111,130.00	9.5%
3) Pupil Services	3000-3999		12,542,177.00	15,952,659.00	28,494,836.00	17,278,767.00	14,220,359.00	31,499,126.00	10.5%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	41,176.00	41,176.00	0.00	47,734.00	47,734.00	15.9%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		12,580,017.00	3,697,874.00	16,277,891.00	13,948,574.00	2,277,978.00	16,226,552.00	-0.3%
8) Plant Services	8000-8999		6,279,644.00	13,248,104.00	19,527,748.00	5,301,868.00	9,501,653.00	14,803,521.00	-24.2%
9) Other Outgo	9000-9999	Except 7600-7699	402,156.00	4,629,139.00	5,031,295.00	520,000.00	1,781,660.00	2,301,660.00	-54.3%
10) TOTAL, EXPENDITURES			119,050,347.00	97,977,139.00	217,027,486.00	147,627,014.00	96,040,357.00	243,667,371.00	12.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)									
			70,775,227.00	(21,605,519.00)	49,169,708.00	45,951,748.00	(48,393,139.00)	(2,441,391.00)	-105.0%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(32,397,825.00)	32,397,825.00	0.00	(44,522,969.00)	44,522,969.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(32,397,825.00)	32,397,825.00	0.00	(44,522,969.00)	44,522,969.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)									
			38,377,402.00	10,792,306.00	49,169,708.00	1,428,779.00	(3,870,170.00)	(2,441,391.00)	-105.0%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	37,374,049.00	6,890,271.00	44,264,320.00	75,751,451.00	17,682,577.00	93,434,028.00	111.1%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals			2022-23 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			37,374,049.00	6,890,271.00	44,264,320.00	75,751,451.00	17,682,577.00	93,434,028.00	111.1%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			37,374,049.00	6,890,271.00	44,264,320.00	75,751,451.00	17,682,577.00	93,434,028.00	111.1%
2) Ending Balance, June 30 (E + F1e)			75,751,451.00	17,682,577.00	93,434,028.00	77,180,230.00	13,812,407.00	90,992,637.00	-2.6%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	17,682,577.00	17,682,577.00	0.00	13,812,407.00	13,812,407.00	-21.9%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	53,928,703.00	0.00	53,928,703.00	52,693,493.00	0.00	52,693,493.00	-2.3%
Student Transportation/Bus Replacement	0000	9760	1,000,000.00		1,000,000.00			0.00	
Technology Device Refresh	0000	9760	3,000,000.00		3,000,000.00			0.00	
Instructional Materials Adoptions	0000	9760	2,000,000.00		2,000,000.00			0.00	
Building Maintenance One-Time Funds	0000	9760	1,564,000.00		1,564,000.00			0.00	
Pandemic Learning and Recovery	0000	9760	24,661,955.00		24,661,955.00			0.00	
Financial Stability Reserve	0000	9760	21,702,748.00		21,702,748.00			0.00	
Student Transportation/Bus Replacement	0000	9760			0.00	1,000,000.00		1,000,000.00	
Technology Device Refresh	0000	9760			0.00	3,000,000.00		3,000,000.00	
Instructional Materials Adoptions	0000	9760			0.00	2,000,000.00		2,000,000.00	
Building Maintenance One-Time Funds	0000	9760			0.00	1,564,000.00		1,564,000.00	
Pandemic Learning and Recovery	0000	9760			0.00	20,762,756.00		20,762,756.00	
Financial Stability Reserve	0000	9760			0.00	24,366,737.00		24,366,737.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	21,702,748.00	0.00	21,702,748.00	24,366,737.00	0.00	24,366,737.00	12.3%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
2600	Expanded Learning Opportunities Program	6,776,366.00	6,776,366.00
6266	Educator Effectiveness, FY 2021-22	2,063,178.00	2,063,178.00
6300	Lottery: Instructional Materials	0.00	197,762.00
6536	Special Ed: Dispute Prevention and Dispute Resolution	233,902.00	0.00
6537	Special Ed: Learning Recovery Support	1,315,699.00	0.00
6547	Special Education Early Intervention Preschool Grant	1,283,031.00	683,031.00
7028	Child Nutrition: Kitchen Infrastructure Upgrade Funds	551,511.00	0.00
7029	Child Nutrition: Food Service Staff Training Funds	101,009.00	0.00
7311	Classified School Employee Professional Development Block Grant	58,744.00	46,034.00
7388	SB 117 COVID-19 LEA Response Funds	256,354.00	256,354.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	2,784,112.00	1,078,011.00
9010	Other Restricted Local	2,258,671.00	2,711,671.00
Total, Restricted Balance		17,682,577.00	13,812,407.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	173,620.00	173,620.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			173,620.00	173,620.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			173,620.00	173,620.00	0.0%
2) Ending Balance, June 30 (E + F1e)			173,620.00	173,620.00	0.0%
Components of Ending Fund Balance					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	173,620.00	173,620.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30					
(G9 + H2) - (I6 + J2)			0.00		
REVENUES					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)					
			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	173,620.00	173,620.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			173,620.00	173,620.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			173,620.00	173,620.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
2) Ending Balance, June 30 (E + F1e)			173,620.00	173,620.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	173,620.00	173,620.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
8210	Student Activity Funds	173,620.00	173,620.00
Total, Restricted Balance		173,620.00	173,620.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	95,400.00	0.00	-100.0%
3) Other State Revenue		8300-8599	2,662,690.00	2,090,716.00	-21.5%
4) Other Local Revenue		8600-8799	4,000.00	2,000.00	-50.0%
5) TOTAL, REVENUES			2,762,090.00	2,092,716.00	-24.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	434.00	0.00	-100.0%
2) Classified Salaries		2000-2999	2,139,847.00	87,690.00	-95.9%
3) Employee Benefits		3000-3999	483,066.00	35,983.00	-92.6%
4) Books and Supplies		4000-4999	64,662.00	200,000.00	209.3%
5) Services and Other Operating Expenditures		5000-5999	49,138.00	1,706,416.00	3,372.7%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	110,328.00	New
9) TOTAL, EXPENDITURES			2,737,147.00	2,140,417.00	-21.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			24,943.00	(47,701.00)	-291.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			24,943.00	(47,701.00)	-291.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	524,054.00	548,997.00	4.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			524,054.00	548,997.00	4.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			524,054.00	548,997.00	4.8%
2) Ending Balance, June 30 (E + F1e)			548,997.00	501,296.00	-8.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	548,997.00	501,296.00	-8.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	95,400.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			95,400.00	0.00	-100.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	2,613,490.00	2,050,716.00	-21.5%
All Other State Revenue	All Other	8590	49,200.00	40,000.00	-18.7%
TOTAL, OTHER STATE REVENUE			2,662,690.00	2,090,716.00	-21.5%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	4,000.00	2,000.00	-50.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,000.00	2,000.00	-50.0%
TOTAL, REVENUES			2,762,090.00	2,092,716.00	-24.2%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	434.00	0.00	-100.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			434.00	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	1,142,508.00	64,719.00	-94.3%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	326,625.00	11,450.00	-96.5%
Clerical, Technical and Office Salaries		2400	418,425.00	11,521.00	-97.2%
Other Classified Salaries		2900	252,289.00	0.00	-100.0%
TOTAL, CLASSIFIED SALARIES			2,139,847.00	87,690.00	-95.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	102,380.00	0.00	-100.0%
PERS		3201-3202	138,532.00	22,247.00	-83.9%
OASDI/Medicare/Alternative		3301-3302	67,472.00	6,571.00	-90.3%
Health and Welfare Benefits		3401-3402	96,306.00	3,906.00	-95.9%
Unemployment Insurance		3501-3502	6,830.00	430.00	-93.7%
Workers' Compensation		3601-3602	28,137.00	1,739.00	-93.8%
OPEB, Allocated		3701-3702	43,409.00	1,090.00	-97.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			483,066.00	35,983.00	-92.6%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	58,825.00	200,000.00	240.0%
Noncapitalized Equipment		4400	5,837.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			64,662.00	200,000.00	209.3%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,188.00	2,500.00	14.3%
Dues and Memberships		5300	0.00	5,000.00	New
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	564.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	5,818.00	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	3,688.00	1,695,916.00	45,884.7%
Communications		5900	36,880.00	3,000.00	-91.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			49,138.00	1,706,416.00	3,372.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers of Indirect Costs - Interfund		7350	0.00	110,328.00	New
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	110,328.00	New
TOTAL, EXPENDITURES			2,737,147.00	2,140,417.00	-21.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	95,400.00	0.00	-100.0%
3) Other State Revenue		8300-8599	2,662,690.00	2,090,716.00	-21.5%
4) Other Local Revenue		8600-8799	4,000.00	2,000.00	-50.0%
5) TOTAL, REVENUES			2,762,090.00	2,092,716.00	-24.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,452,207.00	1,986,617.00	36.8%
2) Instruction - Related Services	2000-2999		1,284,940.00	43,472.00	-96.6%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	110,328.00	New
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,737,147.00	2,140,417.00	-21.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			24,943.00	(47,701.00)	-291.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		6900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions					
		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			24,943.00	(47,701.00)	-291.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	524,054.00	548,997.00	4.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			524,054.00	548,997.00	4.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			524,054.00	548,997.00	4.8%
2) Ending Balance, June 30 (E + F1e)					
			548,997.00	501,296.00	-8.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	548,997.00	501,296.00	-8.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
5059	Child Development: ARP California State Preschool Program One-time Stipend	95,400.00	47,699.00
6130	Child Development: Center-Based Reserve Account	310,929.00	310,929.00
9010	Other Restricted Local	142,668.00	142,668.00
Total, Restricted Balance		548,997.00	501,296.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	12,043,311.00	9,505,830.00	-21.1%
3) Other State Revenue		8300-8599	802,198.00	2,091,394.00	160.7%
4) Other Local Revenue		8600-8799	18,111.00	16,000.00	-11.7%
5) TOTAL, REVENUES			12,863,620.00	11,613,224.00	-9.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	7,637,054.00	3,720,026.00	-51.3%
3) Employee Benefits		3000-3999	1,624,372.00	1,652,362.00	1.7%
4) Books and Supplies		4000-4999	4,163,525.00	6,225,107.00	49.5%
5) Services and Other Operating Expenditures		5000-5999	548,367.00	161,002.00	-70.6%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	593,900.00	New
9) TOTAL, EXPENDITURES			13,973,318.00	12,352,397.00	-11.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,109,698.00)	(739,173.00)	-33.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,109,698.00)	(739,173.00)	-33.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,153,900.00	2,044,202.00	-35.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,153,900.00	2,044,202.00	-35.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,153,900.00	2,044,202.00	-35.2%
2) Ending Balance, June 30 (E + F1e)			2,044,202.00	1,305,029.00	-36.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,044,202.00	1,305,029.00	-36.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
Child Nutrition Programs		8220	12,037,497.00	8,636,871.00	-28.3%
Donated Food Commodities		8221	0.00	868,959.00	New
All Other Federal Revenue		8290	5,814.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			12,043,311.00	9,505,830.00	-21.1%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	802,198.00	2,091,394.00	160.7%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			802,198.00	2,091,394.00	160.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	12,137.00	0.00	-100.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	3,603.00	16,000.00	344.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,371.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			18,111.00	16,000.00	-11.7%
TOTAL, REVENUES			12,863,620.00	11,613,224.00	-9.7%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	7,474,043.00	3,352,317.00	-55.1%
Classified Supervisors' and Administrators' Salaries		2300	96,493.00	232,038.00	140.5%
Clerical, Technical and Office Salaries		2400	66,518.00	135,671.00	104.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			7,637,054.00	3,720,026.00	-51.3%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	968,547.00	936,610.00	-3.3%
OASDI/Medicare/Alternative		3301-3302	303,680.00	278,000.00	-8.5%
Health and Welfare Benefits		3401-3402	65,369.00	271,359.00	315.1%
Unemployment Insurance		3501-3502	53,898.00	18,170.00	-66.3%
Workers' Compensation		3601-3602	214,972.00	74,069.00	-65.5%
OPEB, Allocated		3701-3702	17,906.00	74,154.00	314.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,624,372.00	1,652,362.00	1.7%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	329,852.00	1,198,038.00	263.2%
Noncapitalized Equipment		4400	72,620.00	114,160.00	57.2%
Food		4700	3,761,053.00	4,912,909.00	30.6%
TOTAL, BOOKS AND SUPPLIES			4,163,525.00	6,225,107.00	49.5%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	7,115.00	16,300.00	129.1%
Dues and Memberships		5300	3,161.00	3,000.00	-5.1%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	1,102.00	17,000.00	1,442.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	21,551.00	27,751.00	28.8%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(5,818.00)	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	520,942.00	96,200.00	-81.5%
Communications		5900	314.00	751.00	139.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			548,367.00	161,002.00	-70.6%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	593,900.00	New
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	593,900.00	New
TOTAL, EXPENDITURES			13,973,318.00	12,352,397.00	-11.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	12,043,311.00	9,505,830.00	-21.1%
3) Other State Revenue		8300-8599	602,198.00	2,091,394.00	160.7%
4) Other Local Revenue		8600-8799	18,111.00	16,000.00	-11.7%
5) TOTAL, REVENUES			12,863,620.00	11,613,224.00	-9.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		13,969,896.00	11,741,497.00	-16.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	593,900.00	New
8) Plant Services	8000-8999		3,422.00	17,000.00	396.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			13,973,318.00	12,352,397.00	-11.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,109,698.00)	(739,173.00)	-33.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,109,698.00)	(739,173.00)	-33.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,153,900.00	2,044,202.00	-35.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,153,900.00	2,044,202.00	-35.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,153,900.00	2,044,202.00	-35.2%
2) Ending Balance, June 30 (E + F1e)			2,044,202.00	1,305,029.00	-36.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,044,202.00	1,305,029.00	-36.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	135,642.00	124,042.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Centers and Family Day Care Homes (Meal Reimbursements)	245,510.00	241,661.00
5330	Child Nutrition: Summer Food Service Program Operations	933,512.00	933,512.00
5460	Child Nutrition: CACFP COVID-19 Emergency Operational Costs Reimbursement (ECR)	155,022.00	0.00
5465	Child Nutrition: SNP COVID-19 Emergency Operational Costs Reimbursement (ECR)	568,702.00	0.00
5810	Other Restricted Federal	5,814.00	5,814.00
Total, Restricted Balance		2,044,202.00	1,305,029.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	1,500,000.00	1,500,000.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,999.00	5,000.00	66.7%
5) TOTAL, REVENUES			1,502,999.00	1,505,000.00	0.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	88,000.00	New
5) Services and Other Operating Expenditures		5000-5999	114,963.00	160,000.00	39.2%
6) Capital Outlay		6000-6999	1,031,330.00	1,249,000.00	21.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,146,293.00	1,497,000.00	30.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			356,706.00	8,000.00	-97.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			356,706.00	8,000.00	-97.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,143,294.00	1,500,000.00	31.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,143,294.00	1,500,000.00	31.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,143,294.00	1,500,000.00	31.2%
2) Ending Balance, June 30 (E + F1e)			1,500,000.00	1,508,000.00	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	8,000.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	1,500,000.00	1,500,000.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G9 + H2) - (I6 + J2)			0.00		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	1,500,000.00	1,500,000.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			1,500,000.00	1,500,000.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	2,999.00	5,000.00	66.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,999.00	5,000.00	66.7%
TOTAL, REVENUES			1,502,999.00	1,505,000.00	0.1%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	88,000.00	New
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	88,000.00	New
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	114,963.00	160,000.00	39.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			114,963.00	160,000.00	39.2%
CAPITAL OUTLAY					
Land Improvements		6170	870,550.00	450,000.00	-48.3%
Buildings and Improvements of Buildings		6200	160,780.00	799,000.00	397.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,031,330.00	1,249,000.00	21.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,146,293.00	1,497,000.00	30.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	1,500,000.00	1,500,000.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,999.00	5,000.00	66.7%
5) TOTAL, REVENUES			1,502,999.00	1,505,000.00	0.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,146,293.00	1,497,000.00	30.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,146,293.00	1,497,000.00	30.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			356,706.00	8,000.00	-97.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			356,706.00	8,000.00	-97.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,143,294.00	1,500,000.00	31.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,143,294.00	1,500,000.00	31.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,143,294.00	1,500,000.00	31.2%
2) Ending Balance, June 30 (E + F1e)			1,500,000.00	1,508,000.00	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	8,000.00	New
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	1,500,000.00	1,500,000.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	0.00	8,000.00
Total, Restricted Balance		0.00	8,000.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	26,892.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	26,458,013.00	15,334,168.00	-42.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			26,484,905.00	15,334,168.00	-42.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(26,484,905.00)	(15,334,168.00)	-42.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	12,000,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	12,000,000.00	New
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(26,484,905.00)	(3,334,168.00)	-87.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	29,824,041.00	3,339,136.00	-88.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			29,824,041.00	3,339,136.00	-88.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			29,824,041.00	3,339,136.00	-88.8%
2) Ending Balance, June 30 (E + F1e)			3,339,136.00	4,968.00	-99.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,339,136.00	4,968.00	-99.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	26,892.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			26,892.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	243,532.00	0.00	-100.0%
Land Improvements		6170	159,440.00	5,799.00	-96.4%
Buildings and Improvements of Buildings		6200	24,395,489.00	15,231,301.00	-37.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	1,659,552.00	97,068.00	-94.2%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			26,458,013.00	15,334,168.00	-42.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			26,484,905.00	15,334,168.00	-42.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Other Authorized Interfund Transfers In		8919	0.00	12,000,000.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	12,000,000.00	New
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	12,000,000.00	New

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		26,484,905.00	15,334,168.00	-42.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			26,484,905.00	15,334,168.00	-42.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(26,484,905.00)	(15,334,168.00)	-42.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	12,000,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	12,000,000.00	New
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(26,484,905.00)	(3,334,168.00)	-87.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	29,824,041.00	3,339,136.00	-88.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			29,824,041.00	3,339,136.00	-88.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			29,824,041.00	3,339,136.00	-88.8%
2) Ending Balance, June 30 (E + F1e)			3,339,136.00	4,968.00	-99.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,339,136.00	4,968.00	-99.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	3,339,136.00	4,968.00
Total, Restricted Balance		3,339,136.00	4,968.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A, REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	483,074.00	0.00	-100.0%
5) TOTAL, REVENUES			483,074.00	0.00	-100.0%
B, EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	132,652.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			132,652.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			350,422.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	5,000,000.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(5,000,000.00)	New
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			350,422.00	(5,000,000.00)	-1,526.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,491,648.00	7,842,070.00	4.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,491,648.00	7,842,070.00	4.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,491,648.00	7,842,070.00	4.7%
2) Ending Balance, June 30 (E + F1e)			7,842,070.00	2,842,070.00	-63.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,842,070.00	2,842,070.00	-63.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	326,442.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	15,883.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	140,749.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			483,074.00	0.00	-100.0%
TOTAL, REVENUES			483,074.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	125,997.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	6,655.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			132,652.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			132,652.00	0.00	-100.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	5,000,000.00	New
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	5,000,000.00	New
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	(5,000,000.00)	New

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	483,074.00	0.00	-100.0%
5) TOTAL, REVENUES			483,074.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		6,655.00	0.00	-100.0%
8) Plant Services	8000-8999		125,997.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			132,652.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			350,422.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	5,000,000.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(5,000,000.00)	New
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			350,422.00	(5,000,000.00)	-1,526.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,491,648.00	7,842,070.00	4.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,491,648.00	7,842,070.00	4.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,491,648.00	7,842,070.00	4.7%
2) Ending Balance, June 30 (E + F1e)			7,842,070.00	2,842,070.00	-63.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	7,842,070.00	2,842,070.00	-63.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	7,842,070.00	2,842,070.00
Total, Restricted Balance		7,842,070.00	2,842,070.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	200,000.00	0.00	-100.0%
5) TOTAL, REVENUES			200,000.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			200,000.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	7,000,000.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(7,000,000.00)	New
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			200,000.00	(7,000,000.00)	-3,600.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,860,634.00	10,060,634.00	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,860,634.00	10,060,634.00	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,860,634.00	10,060,634.00	2.0%
2) Ending Balance, June 30 (E + F1e)			10,060,634.00	3,060,634.00	-69.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,060,634.00	3,060,634.00	-69.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	200,000.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			200,000.00	0.00	-100.0%
TOTAL, REVENUES			200,000.00	0.00	-100.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	7,000,000.00	New
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	7,000,000.00	New
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	(7,000,000.00)	New

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	200,000.00	0.00	-100.0%
5) TOTAL, REVENUES			200,000.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			200,000.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	7,000,000.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(7,000,000.00)	New
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			200,000.00	(7,000,000.00)	-3,600.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,860,634.00	10,060,634.00	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,860,634.00	10,060,634.00	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,860,634.00	10,060,634.00	2.0%
2) Ending Balance, June 30 (E + F1e)			10,060,634.00	3,060,634.00	-69.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,060,634.00	3,060,634.00	-69.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
7710	State School Facilities Projects	10,060,634.00	3,060,634.00
Total, Restricted Balance		10,060,634.00	3,060,634.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	94,221.00	95,927.00	1.8%
4) Other Local Revenue		8600-8799	15,367,078.00	15,079,643.00	-1.9%
5) TOTAL, REVENUES			15,461,299.00	15,175,570.00	-1.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	16,656,165.00	15,716,362.00	-5.6%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			16,656,165.00	15,716,362.00	-5.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,194,866.00)	(540,792.00)	-54.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,194,866.00)	(540,792.00)	-54.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,578,868.00	15,384,002.00	-7.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,578,868.00	15,384,002.00	-7.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,578,868.00	15,384,002.00	-7.2%
2) Ending Balance, June 30 (E + F1e)			15,384,002.00	14,843,210.00	-3.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,384,002.00	14,843,210.00	-3.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	89,346.00	95,927.00	7.4%
Other Subventions/In-Lieu Taxes		8572	4,875.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			94,221.00	95,927.00	1.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	14,332,055.00	14,328,768.00	0.0%
Unsecured Roll		8612	759,887.00	738,875.00	-2.8%
Prior Years' Taxes		8613	51,052.00	0.00	-100.0%
Supplemental Taxes		8614	198,960.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	25,124.00	12,000.00	-52.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			15,367,078.00	15,079,643.00	-1.9%
TOTAL, REVENUES			15,461,299.00	15,175,570.00	-1.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	7,625,000.00	6,844,412.00	-10.2%
Bond Interest and Other Service Charges		7434	9,031,165.00	8,871,950.00	-1.8%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			16,656,165.00	15,716,362.00	-5.6%
TOTAL, EXPENDITURES			16,656,165.00	15,716,362.00	-5.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: Bond Interest and Redemption Fund To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs					
All Other Financing Uses		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	94,221.00	95,927.00	1.8%
4) Other Local Revenue		8600-8799	15,367,078.00	15,079,643.00	-1.9%
5) TOTAL, REVENUES			15,461,299.00	15,175,570.00	-1.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	16,656,165.00	15,716,362.00	-5.6%
10) TOTAL, EXPENDITURES			16,656,165.00	15,716,362.00	-5.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(1,194,866.00)	(540,792.00)	-54.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(1,194,866.00)	(540,792.00)	-54.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	16,578,868.00	15,384,002.00	-7.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,578,868.00	15,384,002.00	-7.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,578,868.00	15,384,002.00	-7.2%
2) Ending Balance, June 30 (E + F1e)			15,384,002.00	14,843,210.00	-3.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,384,002.00	14,843,210.00	-3.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	15,384,002.00	14,643,210.00
Total, Restricted Balance		15,384,002.00	14,643,210.00

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	0.00	-100.0%
5) TOTAL, REVENUES			4,421,078.00	0.00	-100.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,650,000.00	0.00	-100.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,650,000.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			771,078.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			771,078.00	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,891,279.00	11,662,357.00	7.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,891,279.00	11,662,357.00	7.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,891,279.00	11,662,357.00	7.1%
2) Ending Net Position, June 30 (E + F1e)			11,662,357.00	11,662,357.00	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	11,662,357.00	11,662,357.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			0.00		
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	67,740.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/					
Contributions		8674	4,353,338.00	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,421,078.00	0.00	-100.0%
TOTAL, REVENUES			4,421,078.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and					
Operating Expenditures		5800	3,650,000.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,650,000.00	0.00	-100.0%
TOTAL, EXPENSES			3,650,000.00	0.00	-100.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2021-22 Estimated Actuals	2022-23 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	0.00	-100.0%
5) TOTAL, REVENUES			4,421,078.00	0.00	-100.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,650,000.00	0.00	-100.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,650,000.00	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			771,078.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			771,078.00	0.00	-100.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,891,279.00	11,662,357.00	7.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,891,279.00	11,662,357.00	7.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,891,279.00	11,662,357.00	7.1%
2) Ending Net Position, June 30 (E + F1e)			11,662,357.00	11,662,357.00	0.0%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	11,662,357.00	11,662,357.00	0.0%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Resource	Description	2021-22 Estimated Actuals	2022-23 Budget
9010	Other Restricted Local	11,662,357.00	11,662,357.00
Total, Restricted Net Position		11,662,357.00	11,662,357.00

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,184.45	15,184.45	15,184.45	12,939.81	12,939.81	14,517.95
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.00
3. Total Basic Aid Open Enrollment Regular ADA						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.00
4. Total, District Regular ADA (Sum of Lines A1 through A3)	15,184.45	15,184.45	15,184.45	12,939.81	12,939.81	14,517.95
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	37.09	37.09	37.09	37.09	37.09	37.09
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	37.09	37.09	37.09	37.09	37.09	37.09

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	15,221.54	15,221.54	15,221.54	12,976.90	12,976.90	14,555.04
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA a. County Group Home and Institution Pupils b. Juvenile Halls, Homes, and Camps c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)] d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA a. County Community Schools b. Special Education-Special Day Class c. Special Education-NPS/LCI d. Special Education Extended Year e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools f. County School Tuition Fund(Out of State Tuition) [EC 2000 and 46380] g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools.						
Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c) (4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c) (4)(A)]						

Description	2021-22 Estimated Actuals			2022-23 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

ANNUAL BUDGET REPORT:
July 1, 2022 Budget Adoption

Insert "X" in applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Oxnard School
District, 1051 South
A Street, Oxnard
CA 93030

Place: Oxnard School
District, 1051
South A
Street, Oxnard
CA 93030

Date: June 01, 2022

Date: June 01, 2022

Time: 07:00 PM

Adoption Date: June 22, 2022

Signed: _____

Clerk/Secretary of
the Governing
Board

(Original signature
required)

Contact person for additional information on the budget reports:

Name: Mary Crandall
Plasencia

Telephone: 805-385-1501
ext. 2455

Title: Director of Finance

E-mail: _____

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X

3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.	X	
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.		X
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X

			If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2021-22) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions		Does the district provide postemployment benefits other than pensions (OPEB)?		X
			• If yes, are they lifetime benefits?	X	
			• If yes, do benefits continue beyond age 65?		X
			• If yes, are benefits funded by pay-as-you-go?	X	
S7b	Other Self-Insurance Benefits		Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements		Are salary and benefit negotiations still open for:		
			• Certificated? (Section S8A, Line 1)		X
			• Classified? (Section S8B, Line 1)		X
			• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)		Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
			• Approval date for adoption of the LCAP or approval of an update to the LCAP:	Jun 22, 2022	
S10	LCAP Expenditures		Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS				No	Yes
A1	Negative Cash Flow		Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control		Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment		Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment		Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA		Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)				No	Yes
A6	Uncapped Health Benefits		Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System		Is the district's financial system independent from the county office system?	X	

A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of
Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

	Total liabilities actuarially determined:	\$	
	Less: Amount of total liabilities reserved in budget:	\$	
	Estimated accrued but unfunded liabilities:	\$	0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

_____ This school district is not self-insured for workers' compensation claims.

Signed

Date of Meeting: Jun 22, 2022

_____ Clerk/Secretary of the Governing Board

(Original signature required)

For additional information on this certification, please contact:

Name: Ms. Norma Magana

Title: Risk Manager

Telephone: 805-385-1501 x2443

E-mail: _____

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	189,385,327.00	-0.36%	188,706,888.00	-2.42%	184,147,725.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	2,764,041.00	0.03%	2,765,000.00	0.00%	2,765,000.00
4. Other Local Revenues	8600-8799	1,429,394.00	0.04%	1,430,000.00	0.00%	1,430,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(44,522,969.00)	-5.67%	(42,000,000.00)	4.76%	(44,000,000.00)
6. Total (Sum lines A1 thru A5c)		149,055,793.00	1.24%	150,901,888.00	-4.35%	144,342,725.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				71,376,112.00		72,304,001.00
b. Step & Column Adjustment				927,889.00		939,952.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	71,376,112.00	1.30%	72,304,001.00	1.30%	73,243,953.00
2. Classified Salaries						
a. Base Salaries				17,061,288.00		17,283,085.00
b. Step & Column Adjustment				221,797.00		224,680.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	17,061,288.00	1.30%	17,283,085.00	1.30%	17,507,765.00
3. Employee Benefits	3000-3999	35,657,060.00	2.00%	36,370,201.00	2.00%	37,097,605.00
4. Books and Supplies	4000-4999	8,100,022.00	3.14%	8,354,363.00	1.97%	8,518,944.00
5. Services and Other Operating Expenditures	5000-5999	16,707,508.00	3.14%	17,232,124.00	1.97%	17,571,597.00
6. Capital Outlay	6000-6999	10,000.00	0.00%	10,000.00	0.00%	10,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	520,000.00	-100.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,804,976.00)	3.14%	(1,861,652.00)	1.97%	(1,898,327.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		147,627,014.00	1.40%	149,692,122.00	1.58%	152,051,537.00

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		1,428,779.00		1,209,766.00		(7,708,812.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		75,751,451.00		77,180,230.00		78,389,996.00
2. Ending Fund Balance (Sum lines C and D1)		77,180,230.00		78,389,996.00		70,681,184.00
3. Components of Ending Fund Balance						
a.	Nonspendable 9710-9719	120,000.00		120,000.00		120,000.00
b.	Restricted 9740					
c.	Committed					
1.	Stabilization Arrangements 9750	0.00		0.00		0.00
2.	Other Commitments 9760	52,693,493.00		53,499,408.00		45,393,171.00
d.	Assigned 9780	0.00		0.00		0.00
e.	Unassigned/Unappropriated					
1.	Reserve for Economic Uncertainties 9789	24,366,737.00		24,770,588.00		25,168,013.00
2.	Unassigned/Unappropriated 9790	0.00		0.00		0.00
f.	Total Components of Ending Fund Balance (Line D3f must agree with line D2)	77,180,230.00		78,389,996.00		70,681,184.00
E. AVAILABLE RESERVES						
1. General Fund						
a.	Stabilization Arrangements 9750	0.00		0.00		0.00
b.	Reserve for Economic Uncertainties 9789	24,366,737.00		24,770,588.00		25,168,013.00
c.	Unassigned/Unappropriated 9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a.	Stabilization Arrangements 9750			0.00		0.00
b.	Reserve for Economic Uncertainties 9789			0.00		0.00
c.	Unassigned/Unappropriated 9790			0.00		0.00
3. Total Available Reserves (Sum lines E1a thru E2c)		24,366,737.00		24,770,588.00		25,168,013.00

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
The assumptions used to determine the projections for the 2023-24 and 2024-25 fiscal years, are those contained in the SSC Dartboard - May Revise 2022-23.						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	18,408,818.00	39.98%	25,768,796.00	-49.12%	13,112,178.00
3. Other State Revenues	8300-8599	17,266,401.00	28.74%	22,228,000.00	-0.92%	22,023,000.00
4. Other Local Revenues	8600-8799	11,971,999.00	-7.86%	11,030,900.00	0.00%	11,030,900.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	44,522,969.00	-5.67%	42,000,000.00	4.76%	44,000,000.00
6. Total (Sum lines A1 thru A5c)		92,170,187.00	9.61%	101,027,696.00	-10.75%	90,166,078.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				25,932,946.00		26,270,074.00
b. Step & Column Adjustment				337,128.00		341,511.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	25,932,946.00	1.30%	26,270,074.00	1.30%	26,611,585.00
2. Classified Salaries						
a. Base Salaries				16,287,589.00		16,499,328.00
b. Step & Column Adjustment				211,739.00		214,491.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	16,287,589.00	1.30%	16,499,328.00	1.30%	16,713,819.00
3. Employee Benefits	3000-3999	18,374,052.00	2.00%	18,741,533.00	2.00%	19,116,364.00
4. Books and Supplies	4000-4999	7,546,228.00	3.14%	7,783,180.00	1.97%	7,936,508.00
5. Services and Other Operating Expenditures	5000-5999	24,360,623.00	3.14%	25,125,547.00	1.97%	25,620,520.00
6. Capital Outlay	6000-6999	656,511.00	3.14%	677,125.00	1.97%	690,465.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,781,660.00	0.00%	1,781,660.00	0.00%	1,781,660.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,100,748.00	3.14%	1,135,311.00	1.97%	1,157,677.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		96,040,357.00	2.05%	98,013,758.00	1.65%	99,628,598.00

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(3,870,170.00)		3,013,938.00		(9,462,520.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		17,682,577.00		13,812,407.00		16,826,345.00
2. Ending Fund Balance (Sum lines C and D1)		13,812,407.00		16,826,345.00		7,363,825.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	13,812,407.00		16,826,345.00		7,363,825.00
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		13,812,407.00		16,826,345.00		7,363,825.00
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
The assumptions used to determine the projections for the 2023-24 and 2024-25 fiscal years, are those contained in the SSC Dartboard - May Revise 2022-23.						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	189,385,327.00	-0.36%	188,706,888.00	-2.42%	184,147,725.00
2. Federal Revenues	8100-8299	18,408,818.00	39.98%	25,768,796.00	-49.12%	13,112,178.00
3. Other State Revenues	8300-8599	20,030,442.00	24.78%	24,993,000.00	-0.82%	24,788,000.00
4. Other Local Revenues	8600-8799	13,401,393.00	-7.02%	12,460,900.00	0.00%	12,460,900.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		241,225,980.00	4.44%	251,929,584.00	-6.91%	234,508,803.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				97,309,058.00		98,574,075.00
b. Step & Column Adjustment				1,265,017.00		1,281,463.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	97,309,058.00	1.30%	98,574,075.00	1.30%	99,855,538.00
2. Classified Salaries						
a. Base Salaries				33,348,877.00		33,782,413.00
b. Step & Column Adjustment				433,536.00		439,171.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	33,348,877.00	1.30%	33,782,413.00	1.30%	34,221,584.00
3. Employee Benefits	3000-3999	54,031,112.00	2.00%	55,111,734.00	2.00%	56,213,969.00
4. Books and Supplies	4000-4999	15,646,250.00	3.14%	16,137,543.00	1.97%	16,455,452.00
5. Services and Other Operating Expenditures	5000-5999	41,068,131.00	3.14%	42,357,671.00	1.97%	43,192,117.00
6. Capital Outlay	6000-6999	666,511.00	3.09%	687,125.00	1.94%	700,465.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,301,660.00	-22.59%	1,781,660.00	0.00%	1,781,660.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(704,228.00)	3.14%	(726,341.00)	1.97%	(740,650.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		243,667,371.00	1.66%	247,705,880.00	1.60%	251,680,135.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
(Line A6 minus line B11)		(2,441,391.00)		4,223,704.00		(17,171,332.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		93,434,028.00		90,992,637.00		95,216,341.00
2. Ending Fund Balance (Sum lines C and D1)		90,992,637.00		95,216,341.00		78,045,009.00
3. Components of Ending Fund Balance						
a.	Nonspendable 9710-9719	120,000.00		120,000.00		120,000.00
b.	Restricted 9740	13,812,407.00		16,826,345.00		7,363,825.00
c.	Committed					
1.	Stabilization Arrangements 9750	0.00		0.00		0.00
2.	Other Commitments 9760	52,693,493.00		53,499,408.00		45,393,171.00
d.	Assigned 9780	0.00		0.00		0.00
e.	Unassigned/Unappropriated					
1.	Reserve for Economic Uncertainties 9789	24,366,737.00		24,770,588.00		25,168,013.00
2.	Unassigned/Unappropriated 9790	0.00		0.00		0.00
f.	Total Components of Ending Fund Balance (Line D3f must agree with line D2)	90,992,637.00		95,216,341.00		78,045,009.00
E. AVAILABLE RESERVES						
1. General Fund						
a.	Stabilization Arrangements 9750	0.00		0.00		0.00
b.	Reserve for Economic Uncertainties 9789	24,366,737.00		24,770,588.00		25,168,013.00
c.	Unassigned/Unappropriated 9790	0.00		0.00		0.00
d.	Negative Restricted Ending Balances (Negative resources 2000-9999) 979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a.	Stabilization Arrangements 9750	0.00		0.00		0.00
b.	Reserve for Economic Uncertainties 9789	0.00		0.00		0.00
c.	Unassigned/Unappropriated 9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		24,366,737.00		24,770,588.00		25,168,013.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		10.00%		10.00%		10.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						

Description	Object Codes	2022-23 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2023-24 Projection (C)	% Change (Cols. E-C/C) (D)	2024-25 Projection (E)
<p>a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? Yes</p> <p>b. If you are the SELPA AU and are excluding special education pass-through funds:</p> <p>1. Enter the name(s) of the SELPA(s):</p> <hr/>						
<p>2. Special education pass-through funds</p> <p>(Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)</p>		0.00				
<p>2. District ADA</p> <p>Used to determine the reserve standard percentage level on line F3d</p> <p>(Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)</p>		12,939.81		12,639.81		12,326.81
<p>3. Calculating the Reserves</p> <p>a. Expenditures and Other Financing Uses (Line B11)</p>		243,667,371.00		247,705,880.00		251,680,135.00
<p>b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)</p>		0.00		0.00		0.00
<p>c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)</p>		243,667,371.00		247,705,880.00		251,680,135.00
<p>d. Reserve Standard Percentage Level</p> <p>(Refer to Form 01CS, Criterion 10 for calculation details)</p>		3.00%		3.00%		3.00%
<p>e. Reserve Standard - By Percent (Line F3c times F3d)</p>		7,310,021.13		7,431,176.40		7,550,404.05
<p>f. Reserve Standard - By Amount</p> <p>(Refer to Form 01CS, Criterion 10 for calculation details)</p>		0.00		0.00		0.00
<p>g. Reserve Standard (Greater of Line F3e or F3f)</p>		7,310,021.13		7,431,176.40		7,550,404.05
<p>h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)</p>		YES		YES		YES

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the

previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

12,939.81
District's ADA Standard Percentage Level:
1.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year		Original Budget	Estimated/Unaudited	ADA Variance Level	Status
		Funded ADA (Form A, Lines A4 and C4)	Funded ADA (Form A, Lines A4 and C4)	(If Budget is greater than Actuals, else N/A)	
Third Prior Year (2019-20)	District Regular	15,603	15,623		
	Charter School				
	Total ADA	15,603	15,623	N/A	Met
Second Prior Year (2020-21)	District Regular	15,194	15,194		
	Charter School				
	Total ADA	15,194	15,194	N/A	Met
First Prior Year (2021-22)	District Regular	15,194	15,184		
	Charter School		0		
	Total ADA	15,194	15,184	0.1%	Met
Budget Year (2022-23)	District Regular	14,518			
	Charter School	0			
	Total ADA	14,518			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years

by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

12,939.8

District's Enrollment Standard Percentage Level:

1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year		Enrollment		Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
		Budget	CBEDS Actual		
Third Prior Year (2019-20)	District Regular	15,825	15,730		
	Charter School				
	Total Enrollment	15,825	15,730	0.6%	Met
Second Prior Year (2020-21)	District Regular	15,207	15,132		
	Charter School				
	Total Enrollment	15,207	15,132	0.5%	Met
First Prior Year (2021-22)	District Regular	14,875	14,380		
	Charter School				
	Total Enrollment	14,875	14,380	3.3%	Not Met

Budget Year (2022-23)		
District Regular		13,912
Charter School		
Total Enrollment		13,912

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Actual enrollment for the 2021-22 school year declined even more than projected, due to the COVID-19 pandemic.

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year		P-2 ADA	Enrollment	Historical Ratio of ADA to Enrollment
		Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	CBEDS Actual (Criterion 2, Item 2A)	
Third Prior Year (2019-20)	District Regular	15,194	15,730	
	Charter School		0	
	Total ADA/Enrollment	15,194	15,730	
Second Prior Year (2020-21)	District Regular	15,194	15,132	
	Charter School	0		
	Total ADA/Enrollment	15,194	15,132	
First Prior Year (2021-22)	District Regular	15,184	14,380	
	Charter School			
	Total ADA/Enrollment	15,184	14,380	
Historical Average Ratio:				100.9%

District's ADA to Enrollment Standard (historical average ratio plus 0.5%): 101.4%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year		Estimated P-2 ADA	Enrollment	Ratio of ADA to Enrollment	Status
		Budget (Form A, Lines A4 and C4)	Budget/Projected (Criterion 2, Item 2A)		
Budget Year (2022-23)	District Regular	12,940	13,912		
	Charter School	0			
	Total ADA/Enrollment	12,940	13,912	93.0%	Met
1st Subsequent Year (2023-24)	District Regular	12,640	13,445		
	Charter School				
	Total ADA/Enrollment	12,640	13,445	94.0%	Met
2nd Subsequent Year (2024-25)	District Regular	12,327	12,974		
	Charter School				
	Total ADA/Enrollment	12,327	12,974	95.0%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	15,221.54	14,555.04	13,806.82	12,958.61
b. Prior Year ADA (Funded)		15,221.54	14,555.04	13,806.82
c. Difference (Step 1a minus Step 1b)		(666.50)	(748.22)	(848.21)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		(4.38%)	(5.14%)	(6.14%)

Step 2 - Change in Funding Level

a. Prior Year LCFF Funding	190,885,327.00	190,206,888.00	185,647,725.00
b1. COLA percentage	6.56%	5.38%	4.02%
b2. COLA amount (proxy for purposes of this criterion)	12,522,077.45	10,233,130.57	7,463,038.55
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)	6.6%	5.4%	4.0%

Step 3 - Total Change in Population and Funding Level

(Step 1d plus Step 2c)	2.2%	0.2%	-2.1%
LCFF Revenue Standard (Step 3, plus/minus 1%):	1.18% to 3.18%	-0.76% to 1.24%	-3.12% to -1.12%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	27,618,986.00	28,310,891.00	28,310,891.00	28,310,891.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	186,679,515.00	190,885,327.00	190,206,888.00	185,647,725.00
District's Projected Change in LCFF Revenue:		2.25%	(.36%)	(2.40%)
LCFF Revenue Standard		1.18% to 3.18%	-0.76% to 1.24%	-3.12% to -1.12%
Status:		Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

The LCFF Calculator used to project LCFF funding was the modeling calculator, which used the Prior 3-Year Average ADA calculation for funded ADA. Because actual ADA in 2021-22 was significantly less than expected due to both declining enrollment and COVID-related declining attendance, the LCFF revenue in the second subsequent year is therefore outside the standard.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio
	Salaries and Benefits	Total Expenditures	of Unrestricted Salaries and Benefits
	(Form 01, Objects 1000-3999)	(Form 01, Objects 1000-7499)	to Total Unrestricted Expenditures
Third Prior Year (2019-20)	138,710,565.89	164,361,998.88	84.4%
Second Prior Year (2020-21)	117,745,958.53	131,906,772.78	89.3%
First Prior Year (2021-22)	99,497,556.00	119,050,347.00	83.6%
	Historical Average Ratio:		85.7%

District's Reserve Standard Percentage (Criterion 10B, Line 4):	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	3.0%	3.0%	3.0%

District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	82.7% to 88.7%	82.7% to 88.7%	82.7% to 88.7%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not,

enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio	Status
	Salaries and Benefits	Total Expenditures	of Unrestricted Salaries and Benefits	
	(Form 01, Objects 1000-3999)	(Form 01, Objects 1000-7499)	to Total Unrestricted Expenditures	
	(Form MYP, Lines B1-B3)	(Form MYP, Lines B1-B8, B10)		
Budget Year (2022-23)	124,094,460.00	147,627,014.00	84.1%	Met
1st Subsequent Year (2023-24)	125,957,287.00	149,692,122.00	84.1%	Met
2nd Subsequent Year (2024-25)	127,849,323.00	152,051,537.00	84.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. **CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	2.18%	24%	(2.12%)
2. District's Other Revenues and Expenditures			
Standard Percentage Range (Line 1, plus/minus 10%):	-7.82% to 12.18%	-9.76% to 10.24%	-12.12% to 7.88%
3. District's Other Revenues and Expenditures			
Explanation Percentage Range (Line 1, plus/minus 5%):	-2.82% to 7.18%	-4.76% to 5.24%	-7.12% to 2.88%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2021-22)	38,697,892.00		
Budget Year (2022-23)	18,408,818.00	(52.43%)	Yes
1st Subsequent Year (2023-24)	25,768,796.00	39.98%	Yes

2nd Subsequent Year (2024-25)	13,112,178.00	(49.12%)	Yes
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Explanation:
(required if Yes)

The fluctuating Federal Revenue is due to significant ESSER funds, which are considered deferred revenue and only accounted as revenue in the year that ESSER expenditures are planned.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)

First Prior Year (2021-22)	29,769,658.00		
Budget Year (2022-23)	20,030,442.00	(32.72%)	Yes
1st Subsequent Year (2023-24)	24,993,000.00	24.78%	Yes
2nd Subsequent Year (2024-25)	24,788,000.00	(.82%)	No

Explanation:
(required if Yes)

The fluctuating State Revenue is due to significant Expanded Learning, In-Person Instruction, and Educator Effectiveness revenues, which are multi-year revenue sources that vary according to the amount spent in each year.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)

First Prior Year (2021-22)	12,550,129.00		
Budget Year (2022-23)	13,401,393.00	6.78%	No
1st Subsequent Year (2023-24)	12,460,900.00	(7.02%)	Yes
2nd Subsequent Year (2024-25)	12,460,900.00	0.00%	No

Explanation:
(required if Yes)

Other Local Revenue year-to-year changes reflect changes in local grant amounts from year to year.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)

First Prior Year (2021-22)	13,040,438.00		
Budget Year (2022-23)	15,646,250.00	19.98%	Yes
1st Subsequent Year (2023-24)	16,137,543.00	3.14%	No
2nd Subsequent Year (2024-25)	16,455,452.00	1.97%	No

Explanation:
(required if Yes)

Increased Books and Supplies expense in the Budget Year reflect planned purchases of new instructional materials and replacement of consumable instructional materials.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2021-22)	38,232,819.00		
Budget Year (2022-23)	41,068,131.00	7.42%	Yes
1st Subsequent Year (2023-24)	42,357,671.00	3.14%	No
2nd Subsequent Year (2024-25)	43,192,117.00	1.97%	No

Explanation:
(required if Yes)

Increase in Services and Other Operating Expenditures reflect the increased costs of these services.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
----------------------------	--------	--------------------------------------	--------

Total Federal, Other State, and Other Local Revenue (Criterion 6B)

First Prior Year (2021-22)	81,017,679.00		
Budget Year (2022-23)	51,840,653.00	(36.01%)	Not Met
1st Subsequent Year (2023-24)	63,222,696.00	21.96%	Not Met
2nd Subsequent Year (2024-25)	50,361,078.00	(20.34%)	Not Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)

First Prior Year (2021-22)	51,273,257.00		
Budget Year (2022-23)	56,714,381.00	10.61%	Met
1st Subsequent Year (2023-24)	58,495,214.00	3.14%	Met
2nd Subsequent Year (2024-25)	59,647,569.00	1.97%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue
(linked from 6B
if NOT met)

The fluctuating Federal Revenue is due to significant ESSER funds, which are considered deferred revenue and only accounted as revenue in the year that ESSER expenditures are planned.

Explanation:

Other State Revenue
(linked from 6B
if NOT met)

The fluctuating State Revenue is due to significant Expanded Learning, In-Person Instruction, and Educator Effectiveness revenues, which are multi-year revenue sources that vary according to the amount spent in each year.

Explanation:

Other Local Revenue
(linked from 6B
if NOT met)

Other Local Revenue year-to-year changes reflect changes in local grant amounts from year to year.

1b. STANDARD MET - Projected total operating expenditures have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:

Books and Supplies
(linked from 6B
if NOT met)

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute excludes the following resource codes from the total general fund expenditures calculation: 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) 0.00
(Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3212, 3213, 3214, 3215, 3216, 3218, 3219, 5316, 7027, and 7690)

234,968,029.00

b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

3% Required Budgeted Contribution¹
Minimum Contribution to the Ongoing and Major
(Line 2c times 3%) Maintenance Account Status

c. Net Budgeted Expenditures and Other Financing Uses

234,968,029.00	7,049,040.87	6,900,000.00	Not Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

	Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
	Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
X	Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

The contribution amount was miscalculated in the 2022-23 Adopted Budget, and will be corrected at the 2022-23 First Interim period.

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

		Third Prior Year (2019-20)	Second Prior Year (2020-21)	First Prior Year (2021-22)
1.	District's Available Reserve Amounts (resources 0000-1999)			
	a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
	b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	6,302,565.00	12,866,393.75	21,702,748.00
	c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	3,525,520.14	0.00	0.00
	d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	(3,019,193.10)	0.00	0.00
	e. Available Reserves (Lines 1a through 1d)	6,808,892.04	12,866,393.75	21,702,748.00
2.	Expenditures and Other Financing Uses			
	a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	213,091,623.57	214,473,581.51	217,027,486.00
	b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
	c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	213,091,623.57	214,473,581.51	217,027,486.00
3.	District's Available Reserve Percentage (Line 1e divided by Line 2c)	3.2%	6.0%	10.0%

District's Deficit Spending Standard Percentage Levels

(Line 3 times 1/3):

1.1%	2.0%	3.3%
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¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for

Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the

Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by

any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA)

may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2019-20)	(1,396,889.65)	164,691,514.88	.8%	Met
Second Prior Year (2020-21)	22,208,819.67	132,906,772.78	N/A	Met
First Prior Year (2021-22)	38,377,402.00	119,050,347.00	N/A	Met
Budget Year (2022-23) (Information only)	1,428,779.00	147,627,014.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F 1e, Unrestricted Column)		Beginning Fund Balance Variance Level	Status
	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	
Third Prior Year (2019-20)	15,507,327.00	16,562,118.52	N/A	Met
Second Prior Year (2020-21)	10,880,866.00	15,165,228.87	N/A	Met
First Prior Year (2021-22)	12,540,462.00	37,374,049.00	N/A	Met
Budget Year (2022-23) (Information only)	75,751,451.00			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$75,000 (greater of)	0 to 300
4% or \$75,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	12,940	12,640	12,327
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s): _____

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	243,667,371.00	247,705,880.00	251,680,135.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	243,667,371.00	247,705,880.00	251,680,135.00
4. Reserve Standard Percentage Level	3%	3%	3%

5.	Reserve Standard - by Percent (Line B3 times Line B4)	7,310,021.13	7,431,176.40	7,550,404.05
6.	Reserve Standard - by Amount (\$75,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	District's Reserve Standard (Greater of Line B5 or Line B6)	7,310,021.13	7,431,176.40	7,550,404.05

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):		Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	24,366,737.00	24,770,588.00	25,168,013.00
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00	0.00	0.00
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00	0.00	0.00
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00	0.00	0.00
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00	0.00	0.00
8.	District's Budgeted Reserve Amount (Lines C1 thru C7)	24,366,737.00	24,770,588.00	25,168,013.00
9.	District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	10.00%	10.00%	10.00%
District's Reserve Standard (Section 10B, Line 7):		7,310,021.13	7,431,176.40	7,550,404.05
Status:		Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard:

-10.0% to +10.0% or
-\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
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1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**

First Prior Year (2021-22)	(32,397,825.00)			
Budget Year (2022-23)	(44,522,969.00)	12,125,144.00	37.4%	Not Met
1st Subsequent Year (2023-24)	(42,000,000.00)	(2,522,969.00)	(5.7%)	Met
2nd Subsequent Year (2024-25)	(44,000,000.00)	2,000,000.00	4.8%	Met

1b. **Transfers In, General Fund ***

First Prior Year (2021-22)	0.00			
Budget Year (2022-23)	0.00	0.00	0.0%	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	Met

1c. **Transfers Out, General Fund ***

First Prior Year (2021-22)	0.00			
Budget Year (2022-23)	0.00	0.00	0.0%	Met
1st Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2024-25)	0.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**

Do you have any capital projects that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:

(required if NOT met)

Estimated Actual expenditures from General Fund in 2021-22 are significantly less than previously anticipated, requiring smaller contributions to Routine Restricted Maintenance, Special Education, and other programs.

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:

(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:

(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:

(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?

(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2022-23
		Remaining Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases				
Certificates of Participation	25	General Fund	General Fund	8,000,000
General Obligation Bonds	24	Debt Service	Debt Service	253,428,947
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

TOTAL:				261,428,947

Type of Commitment (continued)	Prior Year	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2021-22)	(2022-23)	(2023-24)	(2024-25)
	Annual Payment	Annual Payment	Annual Payment	Annual Payment
	(P & I)	(P & I)	(P & I)	(P & I)
Leases	2,847,479			
Certificates of Participation	160,000	575,500	575,500	575,500
General Obligation Bonds	16,641,951	16,641,951	16,641,951	16,641,951
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Total Annual Payments:	19,649,430	17,217,451	17,217,451	17,217,451
Has total annual payment increased over prior year (2021-22)?		No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes to increase in total annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2. For the district's OPEB:

a. Are they lifetime benefits?

No

b. Do benefits continue past age 65?

Yes

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Eligible retired employees that were hired prior to 2013 have district-paid benefits to age 69.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Actuarial

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
		11,662,357

4. OPEB Liabilities

Data must be entered.

- a. Total OPEB liability
- b. OPEB plan(s) fiduciary net position (if applicable)
- c. Total/Net OPEB liability (Line 4a minus Line 4b)
- d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

116,493,007.00
7,111,740.00
109,381,267.00
Actuarial

e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation

Jun 30, 2021

	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)
5. OPEB Contributions			
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	0.00	0.00	0.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	4,389,002.00	4,389,002.00	4,389,002.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	4,143,849.00	4,485,438.00	4,729,144.00
d. Number of retirees receiving OPEB benefits	219.00	220.00	220.00

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)
4. Self-Insurance Contributions			
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of certificated (non-management) full - time - equivalent(FTE) positions	798	791	785	780

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Salary and benefit negotiations have not yet begun for the budget year 2022-23.

Negotiations Settled

2a.	Per Government Code Section 3547.5(a), date of public disclosure board meeting:			
2b.	Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?			
	If Yes, date of Superintendent and CBO certification:			
3.	Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?			
	If Yes, date of budget revision board adoption:			
4.	Period covered by the agreement:	Begin Date:	End Date:	
5.	Salary settlement:	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
	is the cost of salary settlement included in the budget and multi year projections (MYPs)?			

One Year Agreement

Total cost of salary settlement			
% change in salary schedule from prior year			

or

Multiyear Agreement

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6.	Cost of a one percent increase in salary and statutory benefits	976,789
----	---	---------

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--	--------------------------	----------------------------------	----------------------------------

7.	Amount included for any tentative salary schedule increases	0	0	0
----	---	---	---	---

Certificated (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Yes	Yes	Yes
2.	9,811,110	9,811,110	9,811,110
3.			
4.	7.5%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Are any new costs from prior year settlements included in the budget?	Yes		
If Yes, amount of new costs included in the budget and MYPs	3,843,978	3,639,386	

The OEA (teacher) salary schedule is increased by 4.5% retroactive to July 1, 2021. In 2022-23 and 2023-24, OEA unit members will receive an annual stipend of \$2,100 for banking time. Extra hourly rates are increased for 2022-23, anticipated total cost of \$400,000 including statutory benefits. Beginning 10/1/2022, the District contribution toward health and welfare benefits is increased \$1,000 annually per unit member.

Certificated (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Yes	Yes	Yes
2.	1,030,065	1,046,890	1,088,766
3.	1.3%	1.3%	1.3%

Certificated (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?

	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
1.	Yes	Yes	Yes

2.	Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes
----	--	-----	-----	-----

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of classified(non - management) FTE positions	655	690	690	690

Classified (Non-management) Salary and Benefit Negotiations

1.	Are salary and benefit negotiations settled for the budget year?	No
----	--	----

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Salary and benefit negotiations have not yet begun for the budget year 2022-23. Salary and benefit negotiations are not yet complete for the 2021-22 fiscal year.

Negotiations Settled

2a.	Per Government Code Section 3547.5(a), date of public disclosure board meeting:				
2b.	Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?				
	If Yes, date of Superintendent and CBO certification:				
3.	Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?				
	If Yes, date of budget revision board adoption:				
4.	Period covered by the agreement:	Begin Date:		End Date:	
5.	Salary settlement:	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)	

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement
% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement
% change in salary schedule from prior year (may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments;

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

510,168

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2022-23)	(2023-24)	(2024-25)

7. Amount included for any tentative salary schedule increases

0	0	0
---	---	---

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2022-23)	(2023-24)	(2024-25)

Classified (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Yes	Yes	Yes
4,551,130	4,551,130	4,551,130
5.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

Yes		
2,156,860	2,156,860	2,156,680

The anticipated salary settlement for 2021-22 is 4.5% on-schedule increase; this increase is included in the 2022-23 budget and MYPs.

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2022-23)	(2023-24)	(2024-25)

Classified (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments

Yes	Yes	Yes
623,092	631,192	639,398

3. Percent change in step & column over prior year

1.3%	1.3%	1.3%
Budget Year	1st Subsequent Year	2nd Subsequent Year

(2022-23) (2023-24) (2024-25)

**Classified (Non-management)
Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?

Yes	Yes	Yes
-----	-----	-----

2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Yes	Yes	Yes
-----	-----	-----

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2021-22)	Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
Number of management, supervisor, and confidential FTE positions	79	81	81	81

Management/Supervisor/Confidential

Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

N/A

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

--

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Budget Year (2022-23)	1st Subsequent Year (2023-24)	2nd Subsequent Year (2024-25)
--------------------------	----------------------------------	----------------------------------

Is the cost of salary settlement included in the budget and multiyear

--	--	--

projections (MYPs)?

Total cost of salary settlement
% change in salary schedule
from prior year (may enter text,
such as "Reopener")

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

--

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2022-23)	(2023-24)	(2024-25)

4. Amount included for any tentative salary schedule increases

--	--	--

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2022-23)	(2023-24)	(2024-25)

Management/Supervisor/Confidential

Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2022-23)	(2023-24)	(2024-25)

Management/Supervisor/Confidential

Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step and column adjustments
3. Percent change in step & column over prior year

Budget Year	1st Subsequent Year	2nd Subsequent Year
(2022-23)	(2023-24)	(2024-25)

Management/Supervisor/Confidential

Other Benefits (mileage, bonuses, etc.)

1. Are costs of other benefits included in the budget and MYPs?
2. Total cost of other benefits
3. Percent change in cost of other benefits over prior year

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.
DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?
2. Adoption date of the LCAP or an update to the LCAP.

Yes
Jun 22, 2022

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.
DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	Yes
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69.
A9: The chief business official (Assistant Superintendent of Business Services), Ms. Ruth Quinto, resigned on January 4, 2022. Ms. Valerie Mitchell was appointed Interim Assistant Superintendent of Business Services.

End of School District Budget Criteria and Standards Review

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (Warning) - The following objects have a negative balance by resource, by fund:

Exception

FUND	RESOURCE	OBJECT	VALUE
01	3212	3901	(\$467,167.00)

Explanation: The District corrected an audit finding for the 2020-21 fiscal year, by refunding the cost paid for a SERP, to ESSER II funds (Resource 3212, Object 3901).

SACS Web System - SACS V1
56-72538-0000000 - Oxnard Elementary - Budget, July 1 - Budget 2022-23
6/1/2022 9:35:43 AM



Adopted Budget 2022-23 Fiscal Year

Presenters:

*Valerie Mitchell, MPPA
Interim Assistant Superintendent, Business and Fiscal Services*

*Mary Crandall Plasencia
Director of Finance*

June 22, 2022



2022-23 Fiscal Year Budget

- State economic overview and budget process
- State and District reserve levels
- Oxnard School District budget development
- Enrollment and ADA trends and projections
- District planning factors and budget assumptions
- Multi-Year Projections
- Upcoming Budget actions





State Economic Overview

- California's economy remains strong:
 - Labor force participate rates are on the rise again
 - Revenues from personal income taxes and capital gains are high
- Governor's May Revision is a \$300 billion budget designed to "provide relief from rising inflation, ensure public safety, address homelessness, transform public education, and combat climate change"
- Yet economic warning signs indicate challenging times ahead:
 - Inflation and fears of prolonged inflation pose the most immediate risk to the economy
 - Supply chain bottlenecks continue to aggravate supply and demand, which exacerbates inflationary pressures
 - Stock market volatility creates uncertainty
 - The Ukraine-Russia War and potential COVID-19 surges may worsen vulnerable economic conditions



4 State Budget Proposal Differences

Governor's May Revise

Local Control Funding Formula

- \$2.1 billion to increase LCFF, applying COLA of 6.56% to base, supplemental, and concentration grants
- Average of three prior years' ADA hold harmless
- Adjusted ADA rate for 2021-22, to mitigate ADA losses incurred due to COVID-19 pandemic

Discretionary Block Grant

- \$8.0 billion, allocated on a per-pupil basis, to be used for any purpose determined by local need

Expanded Learning Opportunities Program

- \$4.8 billion ongoing funding
- \$2,500 per-pupil rate for all districts, regardless of Unduplicated Pupil Percentage (UPP)

Legislative Version

Local Control Funding Formula

- \$4.5 billion ongoing to increase LCFF base rate to 16.2%, inclusive of 6.56% COLA
- Average of three prior years' ADA hold harmless
- Rejects ADA mitigation proposal

Discretionary Block Grant

- \$8.5 billion, allocated on a per-pupil basis; to be used for "salaries, benefits, and employer contributions to benefit and pension costs"

California Universal Afterschool and Expanded Learning Opportunities

- \$4.4 billion ongoing funding
- \$3,000 per-pupil rate for districts UPP 75% or greater; \$1,500 per-pupil rate for districts UPP less than 75%



State and District Reserves

- California is experiencing record high reserves:
 - \$3.2 billion Regular Reserve (for economic uncertainties)
 - \$1.5 billion Safety Net Reserve
 - \$9.5 billion Prop 98 Reserve (education)
 - \$23.3 billion Rain Day Fund (Budget Stabilization Account)
 - **\$37.5 billion Total General Fund Reserves**
- Proposition 98 Reserve triggers reserve cap for school districts
- Maintaining a healthy reserve prepares Oxnard School District to adjust to potential economic downturns and/or funding reductions
 - District has implemented a policy of maintaining a 6-10% reserve level



District Budget Development

OSD Student Profile

Oxnard School District students will be promoted from our schools with the following traits:

Innovator

Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

Problem Solver

Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

Achiever

Students will be able to demonstrate their knowledge on local and state measures in all academic areas.

Global Thinker

Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.



Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.



Digital Learner

Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.



Focused on the Future

Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.





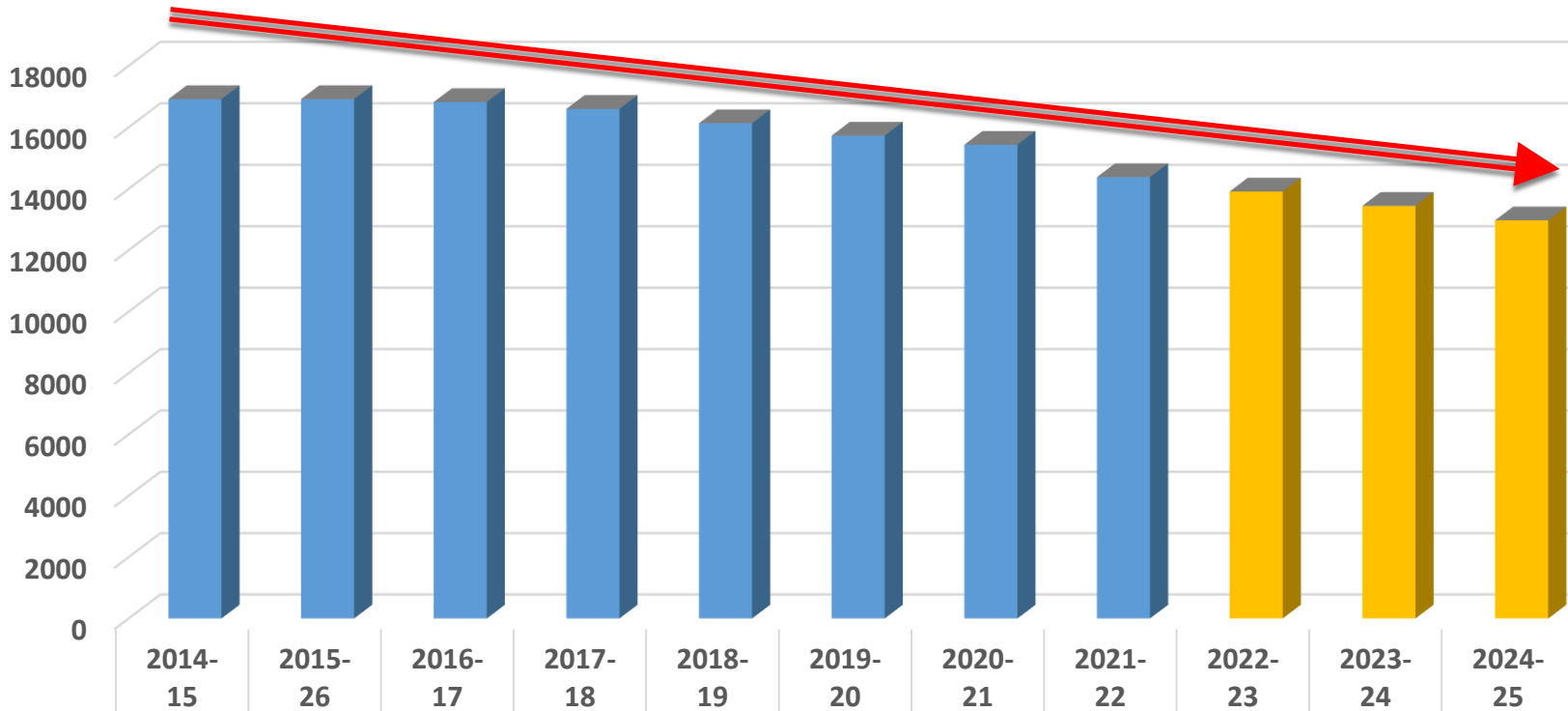
District Budget Development

- Early review of enrollment projections and district needs
- Alignment with LCAP and SPSAs
- Alignment with other Plans:
 - ESSER
 - Educator Effectiveness Block Grant
 - UPK/UTK
 - Expanded Learning Opportunities



8

Enrollment & ADA Trends



	2014-15	2015-26	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
■ ADA percentage	96.95%	96.72%	96.15%	96.32%	96.71%	96.61%	0.00%	91.70%	93.00%	94.00%	95.00%
■ Enrollment	16916	16918	16822	16599	16134	15730	15434	14380			
■ Projected Enrollment									13912	13445	12974

■ Projected Enrollment ■ Enrollment ■ ADA percentage



2022-23 Budget Assumptions

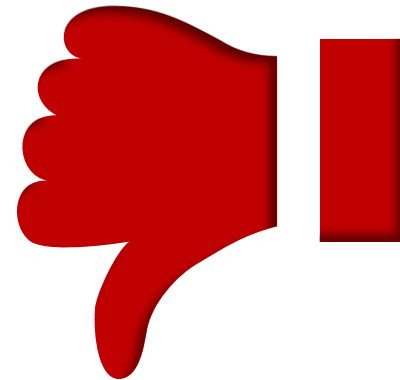
Planning Factor	2022-23	2023-24	2024-25
Estimated Funded ADA (Average Daily Attendance)	14,555.04	13,806.82	12,958.61
Funded UPP (Unduplicated Pupil Percentage)	90.81%	90.20%	90.05%
Step & Column	1.30%	1.30%	1.30%
Statutory COLA (Planning COLA)	6.56%	5.38%	4.02%
STRS Employer Statutory Rates	19.10%	19.10%	19.10%
PERS Employer Projected Rates	25.37%	25.20%	24.60%
Lottery - Unrestricted per ADA	\$163	\$163	\$163
Lottery - Prop 20 per ADA	\$65	\$65	\$65
Mandated Block Grant per ADA	\$34.94	\$36.82	\$37.98
Consumer Price Index (CPI) applied to non-salary expenditures	6.11%	3.14%	1.97%
Routine Restricted Maintenance Account	3% of total General Fund expenditures		
Health Benefits - Hard Cap with no anticipated changes	Varies by Bargaining Unit		



Multi-year Projections



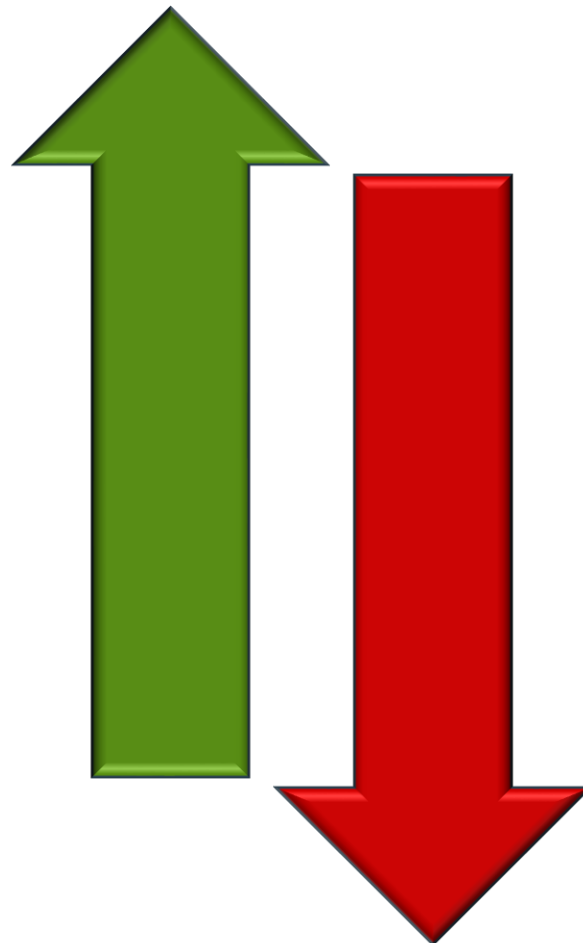
- **Result of mathematical calculations for future years based on the following:**
 - **Industry standard economic assumptions**
 - **Decisions that have already been made**
 - **Locally calculated data point estimates**



- **Predictions or forecasts**
- **Crystal balls**
- **Measuring sticks for “wrongness”**

Impacts on Multiyear Projections

- ❖ Funded LCFF Increase
- ❖ Increased categorical funds' COLAs
- ❖ One-time federal funds
- ❖ One-time state funds



- ❖ Cost of goods and services
- ❖ State pension costs
- ❖ “New hires” with one-time funds
- ❖ Additional costs to mitigate learning loss

Multi-year Projections

Minimum Wage Increase



¹Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

Multi-year Projections

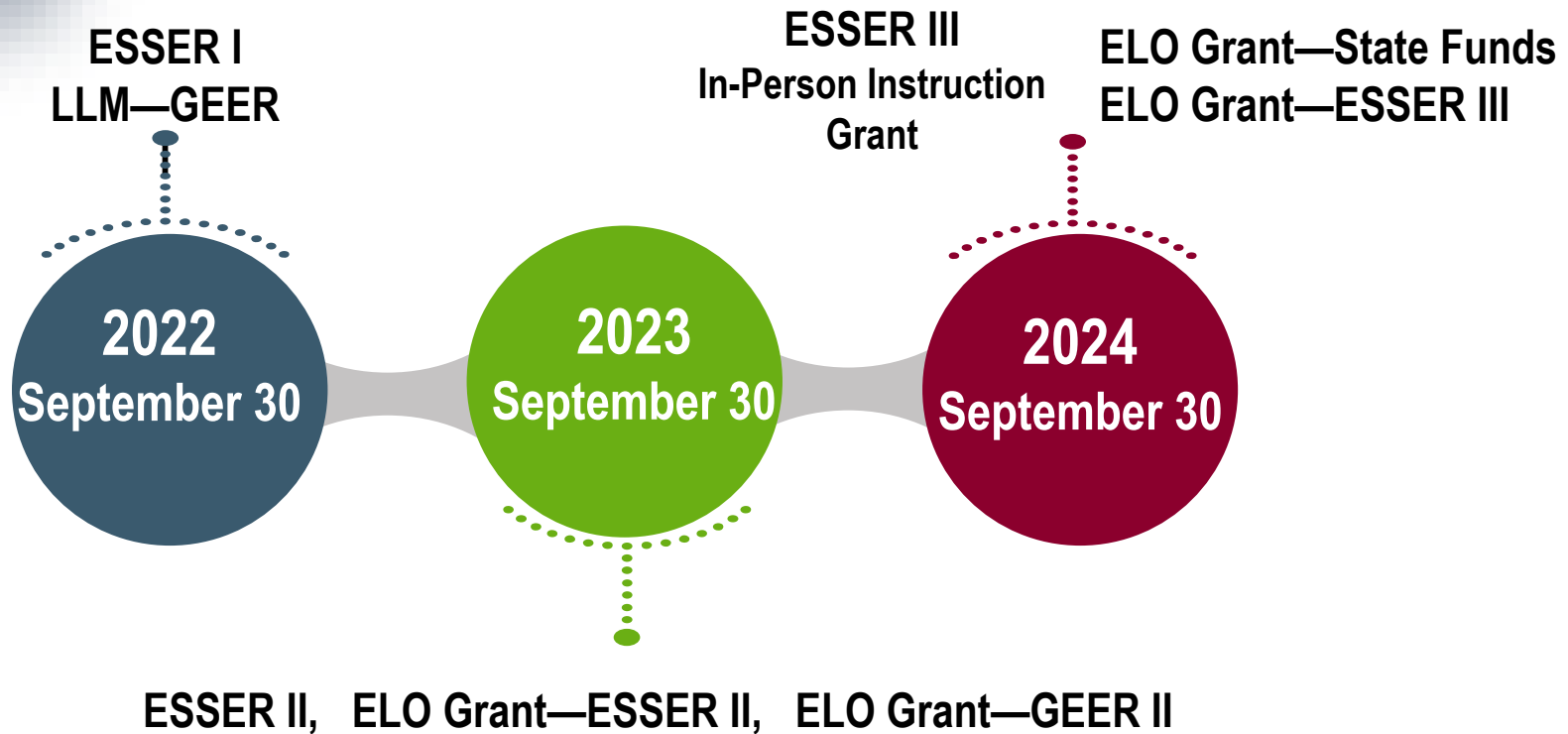
Available COVID 19 Funds

Fund	Fund Source and/or Distribution Methodology	Resource Code	Deadline
ESSER I	Federal funds distributed in proportion to Title I allocation	3210	September 30, 2022
Governor's Emergency Education Relief (GEER) I	Federal funds included in LLM Fund	3215	September 30, 2022
ESSER II	Federal funds distributed in proportion to Title I allocation	3212	September 30, 2023
ESSER II—state reserve	Federal funds included in ELO Grant	3216	September 30, 2023
GEER II	Federal funds included in ELO Grant	3217	September 30, 2023
ELO Grant—10% set aside for paraprofessionals	State funds included in ELO Grant	7426	September 30, 2024
ELO Grant	State funds included in ELO Grant	7425	September 30, 2024
ESSER III—state reserve	Federal funds included in ELO Grant	3218	September 30, 2024
ESSER III—state reserve for learning loss	Federal funds included in ELO Grant	3219	September 30, 2024
ESSER III	Federal funds distributed in proportion to Title I allocation	3213	September 30, 2024
ESSER III—LEA 20% reserve for learning loss	Federal funds distributed in proportion to Title I allocation	3214	September 30, 2024
In-Person Instruction Grant	State funds	7422	September 30, 2024

Multi-year Projections

Spend most restrictive first

COVID-19 Funding Timeline



Multi-year Projections

	2021-22 Estimated Actuals	2022-23 Adopted Budget	2023-24 Projections	2024-25 Projections
Revenues	\$266,197,194	\$241,225,980	\$251,929,584	\$234,508,803
Expenditures	\$217,027,486	\$243,667,371	\$247,705,880	\$251,680,135
Excess (Deficiency) of Revenue over Expenditures	\$49,169,708	(\$2,441,391)	\$4,223,704	(\$17,171,332)
Beginning Fund Balance	\$44,264,320	\$93,434,028	\$90,992,637	\$95,216,341
Total Ending Fund Balance	\$93,434,028	\$90,992,637	\$95,216,341	\$78,045,009
<u>Components of Ending Fund Balance</u>				
Reserve Percentage	10.0%	10.0%	10.0%	10.0%
Reserve for Economic Uncertainty	\$21,702,749	\$24,366,737	\$24,770,588	\$25,168,014
Non-Spendable (Stores & Revolving Cash)	\$120,000	\$120,000	\$120,000	\$120,000
Legally Restricted	\$17,682,577	\$13,812,407	\$16,826,345	\$7,363,825
Total Committed Balance	\$53,928,702	\$52,693,493	\$53,499,408	\$45,393,171
Undesignated/Unappropriated Fund Balance	\$0	\$0	\$0	\$0



Multi-year Projections - Detail

	2021-22 Estimated Actuals	2022-23 Adopted Budget	2023-24 Projections	2024-25 Projections
Revenues:				
Total LCFF Funding	\$185,179,515	\$189,385,327	\$188,706,888	\$184,147,725
Federal Revenues	\$38,697,892	\$18,408,818	\$25,768,796	\$13,112,178
Other State Revenues	\$29,769,658	\$20,030,442	\$24,993,000	\$24,788,000
Other Local Revenues	\$12,550,129	\$13,401,393	\$12,460,900	\$12,460,900
Total Revenues	\$266,197,194	\$241,225,980	\$251,929,584	\$234,508,803
Expenditures:				
Certificated Salaries	\$83,933,880	\$97,309,058	\$98,574,076	\$99,855,539
Classified Salaries	\$32,541,536	\$33,348,877	\$33,782,412	\$34,221,584
Employee Benefits	\$43,599,973	\$54,031,112	\$55,111,734	\$56,213,969
Books & Supplies	\$13,040,438	\$15,646,250	\$16,137,542	\$16,455,452
Services & Other Operating Expenses	\$38,232,819	\$41,068,131	\$42,357,670	\$43,192,116
Capital Outlay	\$647,545	\$666,511	\$687,125	\$700,465
Other Outgo (excl. trxf of indirect costs)	\$5,031,295	\$2,301,660	\$1,781,660	\$1,781,660
Other Outgo - Trxf of Indirect Costs	\$0	-\$704,228	-\$726,341	-\$740,650
Total Expenditures	\$217,027,486	\$243,667,371	\$247,705,880	\$251,680,135
Detail of Committed Balance:				
Student Transportation/Bus Replacement	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Technology Device Refresh	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
Instructional Materials Adoptions	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Building Maintenance One-Time Funds	\$1,564,000	\$1,564,000	\$1,564,000	\$1,564,000
Pandemic Learning and Recovery	\$24,661,955	\$20,762,756	\$21,164,820	\$12,661,157
Financial Stability Reserve	\$21,702,747	\$24,366,737	\$24,770,588	\$25,168,014
Total Committed Balance	\$53,928,702	\$52,693,493	\$53,499,408	\$45,393,171



Upcoming Budget Actions

- Public Comment Period for 2022-23 LCAP and Adopted Budget:
 - June 2, 2022 through June 22, 2022
- Board Adoption of 2022-23 LCAP and Budget:
 - June 22, 2022
- Update on final 2022-23 State Budget and impact to Oxnard School District:
 - August 2022
- Update on pandemic funding and uses:
 - August 2022





2022-23 Fiscal Year Budget

□ Thank you



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 2022

Agenda Section: Section D: Action Items

Approval of Tentative Agreement #21-216: Revisions to the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) Collective Bargaining Agreement for the 2021-22 School Year (Torres/Batista)

The Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) reached a tentative agreement for the 2021-2022 school year. The negotiating teams met to revise the following articles:

- Article 4: Professional Dues or Fees and Payroll Deductions
- Article 16: Salaries
- Article 17: Professional Growth

The following Memorandum of Understanding was also agreed upon by both parties:

- MOU – Health and Welfare Benefits

FISCAL IMPACT:

The fiscal impact of the 3.5% on salary schedule (on-going), retroactive to July 1, 2021 and the 3% off schedule (one-time payment) for OSSA is \$1,154,708 to be paid from Supplemental & Concentration and ESSER funds.

Health and Welfare Benefits: The District shall contribute \$1,000 for each of the full time equivalent OSSA unit positions (\$121,000) to be paid from the General fund, various resources.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve Tentative Agreement #21-216: Revisions to the collective bargaining agreement between the District and OSSA, as presented.

ADDITIONAL MATERIALS:

- Attached:** [OSD- OSSA 2021-2022 Contract Language TA June 2022 \(five pages\)](#)
- [OSSA 2021-22 Salary Schedule with 3.5% 6.22.22 \(one page\)](#)
- [MOU re health benefits \(one page\)](#)

2021-2022 Collective Bargaining Agreement Language Changes

Article 4. PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

4.1 Unit members ~~shall~~ may sign and deliver to the District Association an authorization ~~assignment authorizing~~ for payroll deduction of union dues, which will be forwarded to the District. Such authorization shall continue in effect from year to year unless revoked in writing by the unit member. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such es from the regular salary check of the unit member each month for ten (10) months.

~~4.1.1 Any employee who is a member of a religious body whose traditional tenets include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any organization as a condition of employment. The employee shall be required in lieu of a service fee, to pay the amount equal to the agency fee to a nonreligious, non-labor organization that is tax exempt under Section 501(c) 3 of the Internal Revenue Code. (GOVT Code Section 3546.3)~~

4.2 With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to promptly remit such monies to the Association treasurer accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

4.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

~~4.4 Upon appropriate written authorization from the unit members, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit~~

~~union, savings bond, charitable donations, or any other plans or programs approved by the Association.~~

Article 16. SALARIES

16.1 OSSA and OSD agree to ~~1.25~~ 3.5% on salary schedule (ongoing), retroactive to July 1, 2018 2021 and \$288-3% off schedule (one-time payment)

Article 17. PROFESSIONAL GROWTH

17.1 Professional Growth is a collaborative process that assists in the improvement of the individual's professional performance or skills and is also an opportunity for the District to improve the knowledge base or productivity in particular areas.

~~17.2 By October 30, or within thirty (30) days following commencement of duties, whichever is later, the supervisor and the unit member will meet and attempt mutually to agree upon the unit member's objectives for the ensuing school year. If the supervisor and unit member cannot agree on the objectives, the supervisor shall make the final decision. The objectives will be specified in writing. In the event the written objectives are not mutually agreed upon, but are finally determined by the supervisor, the unit member may, no later than five (5) working days following receipt of the written objective, submit to the supervisor written comments detailing any constrains which the unit member believes will prevent him/her from attaining the stated objectives.-(5/12/22)~~

~~17.3 Except for lower division course work in sign language and speaking/reading/writing Spanish, all courses must be upper division or graduate and taken subsequent to the fulfillment of the requirements for the bachelor's degree.~~

17.4 Recognizing that professional development is ongoing and that pre-service education alone cannot provide all the knowledge and skills that unit members will need to keep abreast of technological and informational developments throughout their careers, the District commits to an ongoing program of staff development.

The District shall provide financial support for professional development and release time for unit members. The financial support shall be as follows:

~~17.4.1 Each unit member shall be allocated \$750.00 annually. The District will administer professional development funds for each unit member to be dispersed throughout the year. The unit member would submit payment/reimbursement requests to their immediate supervisor. Any unused funds at the end of the fiscal year shall be forfeited. The District shall not act arbitrarily or capriciously when rejecting requests. Unit members may use the grievance process to challenge a rejection of their request for release time.~~

17.4.1 Beginning the 2022-23 School Year, each unit member shall be allocated \$1,500 over a two-year period. Any funds not used during the two-year period, cannot be carried over. The District will administer professional development funds for each unit member to be dispersed throughout the two-year period. The unit member shall seek advanced written approval from the designated administrator(s) for use of these funds. The unit member shall submit the request for payment or reimbursement to their designated administrator(s). The District shall not act arbitrarily or capriciously when rejecting requests. Unit members may use the grievance process to challenge a rejection of their request for use of these funds.

17.4.2 ~~For employees whose work year is between 180 and 195 days~~ Unit members shall be granted up to eight (8) days per year of release days to attend workshops or seminars. These days will be in addition to attendance at local professional organization meetings

and District required workshops and training. ~~The unit member shall seek advanced written approval from the designated administrator(s) for use of this release time. For employees whose work year is above 195 days ten (10) days per year of release days will be granted to attend workshops/seminars.~~

~~17.4.3 Up to two conference days may be carried over into the following school year only; no unit member shall be entitled to have more than ten (10) such days (17.4.1) or twelve (12) such days (17.4.1) available to them in any one school year.~~

17.4.4 Unit members who work 75% or more, of the regular work year for the classification to which they are assigned, shall receive the full professional growth allocation. Unit members whose work year is less than 75% shall receive a prorated amount based on the percentage their work year bears to a full-time assignment. Unit members who separate from the District mid-year shall reimburse the District a prorated share of the Professional Growth stipend based on the amount of days not worked as part of their work year.

17.5 Professional Growth Award Program

17.5.1 For each fifteen (15) semester units (22 1/2 quarter units) professional growth program taken subsequent to the completion of the bachelor's degree, an award of \$1,000 will be granted.

17.5.2 Credit toward a Professional Growth Award Program will not be allowed if attendance is permitted during the unit member's assigned duty hours, and/or expenses in any amount are paid directly or indirectly by the District.

17.5.3 Prior approval for professional growth credit may be granted for seminars and workshops sponsored by a recognized professional Association, college, or university. Attendance verification must be provided on a District form which shall include receipts and registration.

17.5.4 Credit for such seminars or workshops shall be awarded on the basis of one (1) semester unit for each fourteen (14) hours of participation.

17.5.5 Except for lower division course work in sign language and speaking/reading/writing Spanish, all courses must be upper division or graduate and taken subsequent to the fulfillment of the requirements for the bachelor's degree.

17.6 Transfer of Professional Growth Credit. A unit member who earned professional growth credits while a certificated employee of the Oxnard School District shall be allowed to transfer such credits for compensation when accepting a position within the OSSA bargaining unit. Professional growth credits accrued prior to becoming a unit member will be subject to review by the Assistant Superintendent, Human Resources and Support Services, to verify that said credits are applicable to the unit member's new position. Only those credits deemed applicable and previously not compensated for will be transferred for compensation with the unit. This section is intended to include any employee who has transferred into an OSSA position during the term of the 1991-94 contract.

Oxnard Support Services Association (OSSA)
 2021-22 Salary Schedule (with 3.5% increase retroactive to 07/01/2021)

Nurse			
	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 437	\$ 79,986	\$ 1,900
Step 2	\$ 459	\$ 83,910	
Step 3	\$ 481	\$ 88,058	
Step 4	\$ 505	\$ 92,438	
Step 5	\$ 530	\$ 97,069	

Nurse w/Masters*			
	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 492	\$ 90,048	\$ 2,126
Step 2	\$ 517	\$ 94,544	
Step 3	\$ 543	\$ 99,291	
Step 4	\$ 570	\$ 104,326	
Step 5	\$ 596	\$ 109,022	

School Counselor			
	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 468	\$ 85,589	\$ 2,026
Step 2	\$ 505	\$ 92,418	
Step 3	\$ 542	\$ 99,246	
Step 4	\$ 580	\$ 106,075	
Step 5	\$ 617	\$ 112,903	

Coordinator (Nurse)			
	Days 210		
	Daily Rate	Column	Anniversary
Step 1	\$ 526	\$ 110,455	\$ 2,585
Step 2	\$ 549	\$ 115,287	
Step 3	\$ 573	\$ 120,349	
Step 4	\$ 599	\$ 125,872	
Step 5	\$ 627	\$ 131,624	

Speech Therapist			
	Days 183		
	Daily Rate	Column	Anniversary
Step 1	\$ 492	\$ 90,048	\$ 2,058
Step 2	\$ 517	\$ 94,544	
Step 3	\$ 543	\$ 99,291	
Step 4	\$ 570	\$ 104,326	
Step 5	\$ 596	\$ 109,022	

Psychologist			
	Days 195		
	Daily Rate	Column	Anniversary
Step 1	\$ 532	\$ 103,688	\$ 2,433
Step 2	\$ 556	\$ 108,355	
Step 3	\$ 581	\$ 113,259	
Step 4	\$ 607	\$ 118,405	
Step 5	\$ 635	\$ 123,810	

Coordinator			
	Days 180		
	Daily Rate	Column	Anniversary
Step 1	\$ 526	\$ 94,675	\$ 2,158
Step 2	\$ 549	\$ 98,817	
Step 3	\$ 573	\$ 103,156	
Step 4	\$ 599	\$ 107,890	
Step 5	\$ 627	\$ 112,821	

Coordinator			
	Days 205		
	Daily Rate	Column	Anniversary
Step 1	\$ 526	\$ 107,825	\$ 2,526
Step 2	\$ 549	\$ 112,542	
Step 3	\$ 573	\$ 117,484	
Step 4	\$ 599	\$ 122,875	
Step 5	\$ 627	\$ 128,491	

Coordinator			
	Days 190		
	Daily Rate	Column	Anniversary
Step 1	\$ 526	\$ 99,935	\$ 2,273
Step 2	\$ 549	\$ 104,307	
Step 3	\$ 573	\$ 108,888	
Step 4	\$ 599	\$ 113,883	
Step 5	\$ 627	\$ 119,090	

Behavior Specialist and Program Specialist are on Coordinator 190 day schedule.

Inactive Classifications:

Coordinator - GATE	180 Days
Coordinator - Reading First	180 Days
Coordinator - Title VII Prof. Develop.	180 Days
Coordinator - Prof. Develop.	225 Days
Coordinator - Educational Media Tech	225 Days
Senior Psychologist	225 Days
Senior Speech Therapist	225 Days

*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.

**Memorandum of Understanding
Between the Oxnard School District and the Oxnard Support Services Association
regarding Health and Welfare Benefits**

June 6, 2022

The District and OSSA have agreed it is in the best interest of both parties to re-establish a District contribution toward the cost of health and welfare benefits for OSSA members.

To that end, the parties have agreed to contribute the following amounts to a health and welfare benefits fund, which will be allocated for all OSSA members who opt-in to health and welfare benefits coverage, beginning with the 2022-23 Health Benefits Year:

- The District shall contribute \$1,000 for each of the 121 FTE OSSA unit positions (\$121,000)
- OSSA shall contribute the equivalent of a 1.0% on-schedule salary increase (\$143,604)

The total beginning health and welfare benefits fund amount of \$264,604 shall be divided by the anticipated enrollment in health benefits of 50 OSSA unit members, for an annual contribution for the 2022-23 Health Benefits Year of \$5,292 (which shall equal an 11-month contribution amount of \$481.00).

The actual number of OSSA participants enrolled in health and welfare benefits for 2022-23, and an accounting of the total annual contributions in relation to the initial \$264,604 fund amount, shall be reviewed by both parties during the 2022-23 negotiations, with the goal of establishing the annual contribution for the 2023-24 Health Benefits Year.

At minimum, the annual District contribution toward health and welfare benefits (benefit cap) beginning in the 2024-2025 health benefit year shall remain no less than \$2,200 per OSSA unit member.

Dr. Victor Torres
Dr. Victor M. Torres, Asst Supt of HR

Shiri Hermesh
Shiri Hermesh, President, OSSA

6.7.22
Date

6/15/22
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 2022

Agenda Section: Section D: Action Items

Approval of Provisional Internship Permit for Janet Hurtado for the 2022-23 School Year (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit in Special Education, Moderate to Severe for **Janet Hurtado** to serve as a Special Education, Moderate to Severe, K-1 teacher during the 2022-2023 school year, until said 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 for **Janet Hurtado**, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: June 22, 2022

Agenda Section: Section D: Action Items

Approval of Provisional Internship Permit for Jorge Tapia for the 2022-23 School Year (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit in Single Subject Spanish for **Jorge Tapia** to serve as a 6th – 8th grade Spanish Teacher at Lemonwood K-8 during the 2022-2023 school year, until said 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 for **Jorge Tapia**, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: June 22, 2022

Agenda Section: Section F: Board Policies, First Reading

First Reading of Board Policy AR/BP 5148.2 Before/Afterschool Programs (DeGenna/Shea)

The Board Policy AR/BP 5148.2 Before/Afterschool Programs has been updated based on recommendations by CSBA (California School Board Association). The added language is underlined, deleted language is indicated by strikethrough. The Board Policies will be presented for a second reading and adoption at the August 3, 2022, Board Meeting.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Enrichment & Specialized Programs that the Board of Trustees receive the Revision of Board Policies BP 5148.2 and AR 5148.2 Before/Afterschool Programs as the First Reading as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5148.0 Before and After School Programs.pdf](#)
[BP 5148.2 Before and After School Programs.pdf](#)

Administrative Regulation

Before/After School Programs

AR 5148.2
Students

Definitions

Expanded learning opportunities means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

Unduplicated student means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

Grades K-8

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

The district's Expanded Learning Opportunities (ELO) program shall serve students in grades TK-6. For the 2021-22 school year, the district shall offer access to ELO programs to all unduplicated students in grades TK-6 and provide access to such programs to at least 50 percent of enrolled unduplicated students. Commencing with the 2022-23 school year, the district shall offer all students in grades TK-6 access to ELO programs, and ensure that access is provided to any student whose parent/guardian requests placement in a program. (Education Code 46120)

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

After School Education and Safety (ASES)

The district's ASES, 21st CCLC and ELOP program(s) shall be operated in accordance with the following: may serve students in grades K-8. (Education Code 8482.3)

~~Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools in which at least 50 percent of elementary students and 50 percent of middle or junior high school students are eligible for free or reduced price meals under the National School Lunch program.~~

~~The district's ASES program(s) shall be operated in accordance with the following:~~

1. Program Elements

a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3, 8484.75, 46120)

b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. (Education Code 8482.3, 8484.75, 46120)

~~c. The After School Program may be offered to Kindergarten students at schools where the program is able to provide a safe, appropriate and equitable program.~~

~~d. The After School Program will be offered in alignment with every school day commencing the first day of school and ending on the last day of school.~~

2. Nutrition

~~a.~~ a. If snacks are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49436 or 42 USC 1766 as applicable. - (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)

~~a.b.~~ The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1, 8484.75)

3. Location of Program

a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3, 8484.75)

b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance,

the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, **8484.75**)

~~When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)~~

(1) Fewer than 20 students participating in the program component

(2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

(3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school.

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, **8484.75**)

4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, **8484.75, 45330, 45344, 45344.5**)

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4, **8484.75**)

c. The student-to-staff ratio shall be no more than 20 to 1, **except that programs serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than 10 to 1** (Education Code 8483.4), **8484.75, 46120**)

~~-(Education Code 8483.4)~~

5. Hours of Operation

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)

b.a. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)

~~c.b. A program may be offered during summer, intersession, or vacation days for a minimum of three hours per day for the after-school program. (Education Code 8483, 8483.1, 8483.2)~~

An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, shall not be less than nine hours of combined instructional time and expanded learning opportunities per instructional day. (Education Code 46120)

c. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates. However, when necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The early release policy for students shall be explained to parents as follows:

If a student is unable to attend the program for the full day, a parent or legal guardian may authorize a student to be dismissed early from program. Early release is defined as any time prior to the normal release period at the end of the program, and may be either "occasional" or "reoccurring". In cases of "occasional" early release, persons previously authorized by the parent or legal guardian to pick up the student may also authorize early release if picking the student up early on any given day. Authorized release persons are required to document the time and reason for early release, which may be any of the following:

- academic support
- family emergency
- medical appointments
- weather conditions
- child accident or illness
- transportation release due to early darkness
- end of activity
- other reasons (in the best interest of the child)

The early release policy is to be applied on a student by student basis, and is applicable to both base and supplemental programs.

6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

b.

If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

(1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced-price meals. (Education Code 8483, 8483.1, **8484.75**)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, **8484.75**)

~~If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:~~

~~(1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)~~

~~(2) Priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.~~

~~(3) Any remaining capacity shall be filled by students selected at random.~~

~~(4) A waiting list shall be established to accommodate additional students if space becomes available.~~

(2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, **8484.75**)

(3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

(4) Any remaining capacity shall be filled by students selected at random.

- (5) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that **the student** participates.

- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before-school program or the reasonable early daily release from the after- school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

Summer/Intersession/Vacation Programs

- a. **ELO programs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during intersessional periods.**
- b. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)

- e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. **The volunteer shall** also submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(3/17 12/17) 12/21

Policy Reference UPDATE Service

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Board Policy

Before/After School Programs

BP 5148.2
Students

Pursuant to Education Code 8483.7 and 8483.75, as amended by SB 638 (Ch. 380, Statutes of 2006), each ASES program must provide cash or in-kind local matching funds, equal to at least one-third of the total grant, from the school district, governmental agencies, community organizations, or the private sector. Expanded Learning Opportunity Program (ELOP) funds may be used to calculate matching funds as allowed by the California Department of Education Expanded Learning Division. Categorical funds for remedial education activities may not be used as matching funds, and facilities or space usage may not fulfill more than 25 percent of the match requirement.

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program in a supervised environment. ~~and provide safe, constructive alternatives for students.~~ In order to increase academic achievement of participating students, the content of such programs shall be coordinated ~~aligned~~ with the district's vision and goals for student learning, local control and accountability plan, ~~its~~ curriculum, and academic standards. ~~district and state-academic standards and shall be integrated with other learning support activities.~~

The district's program shall be planned through a collaborative process that includes parents/guardians, students, representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.

~~The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)~~

Any After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), or other program to be established pursuant to Education Code 8421, 8482.3 or 8484.75 shall be approved by the Board and the principal of each participating school.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

Each program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

~~The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being, including, but not limited to, drug and violence prevention programs, counseling/guidance services, character education, and programs that promote parent/guardian involvement and family literacy.~~

~~When possible, no fee shall be charged for participation in the program. A fee may be charged to participating families based on the actual cost of services. The fee may be waived or subsidized based on economic disadvantage or other critical needs in accordance with Education Code 8263 and 8350.~~No fee shall be charged for participation in the program.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. ~~determine program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.~~ ~~, such as outcome based data on academic performance, attendance, and positive behavioral changes.~~

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

- 8263 Eligibility and priorities for subsidized child development services
- 8350-8359.1 Programs for CalWORKS recipients
- 8420-8428 21st Century After-School Program for Teens
- 8460-8480 School-age community child care services
- 8482-8484.6 After School Education and Safety Program
- 8484.7-8484.9 21st Century Community Learning Centers
- 17264 New construction; accommodation of before- and after-school programs
- 35021.3 After-school physical recreation instructors
- 45125 Criminal record check
- 49430-49436 Nutrition standards
- 49553 Free or reduced-price meals
- 69530-69547.9 Cal Grant program

UNITED STATES CODE, TITLE 20
6314 Title I schoolwide programs
6319 Program improvement
7171-7176 21st Century community learning centers

Management Resources:

CSBA ADVISORIES

Proposition 49: New Funding for Before and After School Programs, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century High School After School Safety and Enrichment for Teens (ASSETS)

Program Evaluation Guidebook 2005-06, July 2006

COUNCIL OF CHIEF STATE SCHOOL OFFICERS (CCSSO) PUBLICATIONS

Using NCLB Funds to Support Extended Learning Time: Opportunities for Afterschool Programs, August 2005

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Building and Sustaining After-School Programs: Successful Practices in School Board Leadership, 2005

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

21st Century Community Learning Centers, February 2003

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

After-School Programs: Keeping Children Safe and Smart, June 2000

WEB SITES

CSBA: <http://www.csba.org>

Academy for Educational Development, Promising Practices in Afterschool:

<http://www.afterschool.org>

California Department of Education, After School Partnerships Office:

<http://www.cde.ca.gov/ls/ba>

California School-Age Consortium: <http://calsac.org>

Children Now: <http://www.childrennow.org>

Council of Chief State School Officers: <http://www.ccsso.org>

National School Boards Association, Extended-Day Learning Opportunities Program:

<http://www.nsba.org/edlo>

(3/06) 11/06

Legal Reference:

EDUCATION CODE

8281.5 California Prekindergarten Planning and Implementation Grant Program

8295-8305 Child development program personnel qualifications

8420-8428 21st Century After-School Program for Teens

8482-8484.65 After School Education and Safety Program

8484.7-8484.9 21st Century Community Learning Centers

17264 New construction; accommodation of before- and after-school programs

35021.3 After-school physical recreation instructors

45125 Criminal record check

45330 Paraprofessionals; instructional aides

45340-45349 Paraprofessionals; instructional aides

46120 Expanded Learning Opportunities Program

[49024 Criminal background check; Activity Supervisor Clearance Certificate](#)
[49430-49434 Nutrition standards](#)
[49540-49546 Child Care Food Program](#)
[49553 Free or reduced-price meals](#)
[69430-69460 Cal Grant program](#)
[UNITED STATES CODE, TITLE 20](#)
[6311 State plans](#)
[6314 Title I schoolwide programs](#)
[7171-7176 21st Century Community Learning Centers](#)
[UNITED STATES CODE, TITLE 42](#)
[1766-1766a Child and Adult Care Food Program](#)
[11434a Education for homeless children and youths](#)
[CODE OF FEDERAL REGULATIONS, TITLE 7](#)
[226.17 Child care center nutrition standards](#)

[Management Resources:](#)

[CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS](#)
[Expanded Learning Opportunities Program FAQs, October 2021](#)
[Request for Applications: 21st Century Community Learning Centers Elementary/Middle Schools, September 2020](#)
[Request for Applications: 21st Century High School After School Safety and Enrichment for Teens, September 2020](#)
[21st CCLC and ASSETs FAQs, September 2020](#)
[Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, August 2020](#)
[A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014](#)
[Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014](#)
[California After School Physical Activity Guidelines, 2009](#)
[U.S. DEPARTMENT OF EDUCATION PUBLICATIONS](#)
[21st Century Community Learning Centers, Nonregulatory Guidance, February 2003](#)
[WEB SITES](#)
[CSBA: <http://www.csba.org>](#)
[California Department of Education, Expanded Learning: <https://www.cde.ca.gov/l/ex>](#)

[California Healthy Kids Survey: <https://chks.wested.org>](#)
[California School-Age Consortium: <http://calsac.org>](#)
[Commission on Teacher Credentialing: <http://www.ctc.ca.gov>](#)
[Partnership for Children and Youth: <http://partnerforchildren.org>](#)
[U.S. Department of Agriculture: <http://www.fns.usda.gov/cnd/care/afterschool.htm>](#)
[U.S. Department of Education: <http://www.ed.gov>](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 22, 2022

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

Cordes ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 3:00 p.m. on Friday, June 17, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A