

# 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, April 20, 2022

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

April 20, 2022

## Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

### A.2. Pledge of Allegiance to the Flag

Mrs. Chantal Anderson-Witherspoon, Principal, Fremont School, will introduce Christian Steffenauer, 8th grade student, who will lead the audience in the Pledge of Allegiance.

### A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Alexa Babauta, 8th grade student at Fremont School, and in Spanish by Carlos Cruz, 8th grade student at Fremont School.

### A.4. Presentation by Fremont School

Mrs. Chantal Anderson-Witherspoon, Principal, will provide a short presentation to the Board regarding Fremont. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

### A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

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

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

### A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

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2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee(s) Evaluation
    - Principals
4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
  - Consider the Request to Expel Student:
    - Case No. 21-04 (Action Item)

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

**A.9. Report Out of Closed Session**

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

**A.10. Californians Together Award Presentation (Aguilera-Fort/DeGenna/Fox)**

Californians Together and their selection committee will present the Oxnard School District with the 2022 Lynne Aoki Multiple Pathway to Biliteracy District Recognition Award (LAMPBDRA). It is the recommendation of the Superintendent, the Assistant Superintendent, Educational Services, and the Director of Teaching and Learning that the Board of Trustees accept the recognition, as presented.

**A.11. Measure D Bond Oversight Committee Annual Report (Mitchell)**

The Interim Assistant Superintendent, Business & Fiscal Services, will introduce Ms. Alyssa Maria, Measure D Bond Oversight Committee Chair, who will present the Bond Oversight Committee's fifth annual report to the Board of Trustees as per Proposition 39 requirements.

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

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

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particular a los padres y alumnos del distrito a que presenten sus comentarios.

**B.2. Public Hearing: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2021-2022 and 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres/Batista)**

A public hearing will be conducted whereby, in accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA will announce their intent to enter into contract negotiations for the 2021-2022 and 2022-2023 school years and any additional years as may be mutually agreed upon by the parties.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**B.3. Conduct Public Hearing and Consider Adoption of Resolution #21-26 of the Board of Trustees of the Oxnard School District to Adopt the Residential and Commercial/Industrial Development School Fee Justification Study Prepared for the Oxnard School District by Cooperative Strategies Pursuant to Government Code Section 66016.5 (Mitchell) (Hearing & Action Item)**

A public hearing will be conducted whereby the Interim Assistant Superintendent, Business & Fiscal Services, will recommend that the Board of Trustees adopt Resolution No. 21-26, and adopt the Residential and Commercial/Industrial Development School Fee Justification Study Prepared for the Oxnard School District by Cooperative Strategies Pursuant to Government Code Section 66016.5.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**B.4. Conduct Public Hearing and Consider Adoption of Resolution #21-27 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Mitchell) (Hearing & Action Item)**

A public hearing will be conducted whereby the Interim Assistant Superintendent, Business & Fiscal Services, will recommend that the Board of Trustees adopt Resolution No. 21-27, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 20, 2022, 60 days after the adoption date at the public hearing.

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Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**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. Request for Approval of Out of State Meeting Attendance (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees approve out of state meeting attendance for Dr. Karling Aguilera-Fort to attend the Renaissance Advisory Board meeting, May 11-13, 2022, in Tucson Arizona, at no cost to Oxnard School District.

**C.2. Request for Approval of Out of State Conference Attendance (Aguilera-Fort/DeGenna/Ordaz)**

It is the recommendation of the Superintendent, the Assistant Superintendent of Educational Services, and the Principal, Curren School, that the Board of Trustees approve out of state travel for Ms. Melissa Moser to attend the 2022 Hawaii University International Conference on STEM/STEAM and Education to be held on June 8-10, 2022 in Honolulu, Hawaii, at a cost of \$750.00 to be paid out of Title I funds.

**C.3. Request for Approval of Resolution #21-24 Identifying District Representatives to the State Allocation Board (Mitchell)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-24 to appoint Valerie Mitchell, MPPA, Interim Assistant Superintendent, Business & Fiscal Services, as an additional authorized District Representative with the Office of Public School Construction's (OPSC) State Allocation Board (SAB), and authorize its filing with the SAB.

**C.4. Ratification of CREDIT Change Order #1 to Agreement #20-181 with Quality Paving for Asphalt Paving Project 2021 (Mitchell/Miller)**

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It is the recommendation of the Director of Facilities and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify CREDIT Change Order #1 to Agreement #20-181 with Quality Paving, in the amount of (\$17,257.00).

**C.5. Enrollment Report (Mitchell)**

District enrollment as of March 31, 2022 was 14,441. This is 632 less than the same time last year.

**C.6. Purchase Order/Draft Payment Report #21-08 (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 #21-08, as submitted.

**C.7. Approval of the Oxnard School District 2022-23 School and Work Year Calendars (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve the 2022-23 School and Work Year Calendars, as presented.

**C.8. Approval of the 2021-22 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2021-22 Quarterly Report on Williams Uniform Complaints, third quarter, as presented.

**C.9. Personnel Actions (Torres/Batista/Torres)**

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

**C.10. Establishment and Abolishment of Positions (Torres/Torres)**

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

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.11. Approval of Amendment #1 to Agreement/MOU #21-122 – 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 Amendment #1 to Agreement/MOU #21-122 with Parker Anderson Enrichment-Central LA, to increase the number of sessions of enrichment activities provided for after school students, in the amount of \$247,500.00, to be paid out of ASES funds.

**C.12. Approval of Agreement #21-192 – Hip Hop Mindset (DeGenna/Zaidi)**

It is the recommendation of the Principal, Ritchen School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-192 with Hip Hop Mindset, to provide 2 instructors per day to do hip hop lessons with students at Ritchen Elementary School on 4/25/22, 4/27/22, 5/2/22, and 5/4/22, in the amount not to exceed

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\$1,280.00, to be paid out of Title 1 funds.

**C.13. Approval of Agreement #21-193 – Sterling Venue Ventures, LLC (DeGenna)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-193 with Sterling Venue Ventures, LLC, for the 8th Grade Promotion Ceremonies for Frank, Fremont and Lopez Academies to be held at the Oxnard Performing Arts Center on Thursday, June 16, 2022, in the amount not to exceed \$6,500.00, to be paid out of the Unrestricted General Fund.

**C.14. Approval of Agreement/MOU #21-194 with Children and Families First Commission of Ventura County for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)**

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-194 with Children and Families First Commission of Ventura County, to establish the terms between the Oxnard School District and Children and Families First Commission of Ventura County (First 5) for use of office space at Harrington Early Childhood Development Center, April 21, 2022 to June 30, 2023, in the amount of \$7,500.00 to be paid to Oxnard School District by Interface Children and Family Services..

**C.15. Approval of Agreement #21-195 – Rio School District (Mitchell/Galvan)**

It is the recommendation of the Director, Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-195 with Rio School District, to establish the terms between Oxnard School District and Rio School District for the joint use of the OSD Transportation Facility, May 1, 2022 through April 30, 2023, in the amount of \$30,000.00 paid to Oxnard School District by Rio School District.

**C.16. Approval of Agreement #21-199, Pavement Engineering 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 #21-199 with Pavement Engineering Inc., to provide Engineering Design and Support, Inspection, and Contract Administration Services for the 2023 Asphalt Project at Lopez and McAuliffe schools, April 21, 2022 through August 5, 2023, in the amount of \$152,000.00, to be paid out of Deferred Maintenance funds.

**C.17. Approval of Agreement #22-01 – enVision Consulting Group (DeGenna/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-01 with enVision Consulting Group, for the yearly revision and translation of the Annual Parent Rights Notification Handbook, July 1, 2022 through June 30, 2025, in the total amount not to exceed \$7,500.00 (\$2,500.00/annually), to be paid out of the General Fund.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.18. Ratification of Amendment #2 to Agreement #17-273 with Crown Castle Fiber/Sunesys for Wide Area Network Digital Transmission Services (Aguilera-Fort/Kranzler)**

It is the recommendation of the Interim Chief Information Officer and the Superintendent that the Board of Trustees ratify Amendment #2 to Agreement #17-273 with Crown Castle Fiber/Sunesys, to extend the agreement for provision of Wide Area Network Digital

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Transmission Services through June 30, 2023, in the amount of \$183,600.00. E-Rate will fund \$165,240.00 and the remaining \$18,360.00 will be paid out of the General Fund.

**C.19. Ratification of Agreement #21-182 – Food Share of Ventura County (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 ratify Agreement #21-182 with Food Share of Ventura County, to work with Oxnard School District to recover shelf stable cans, fruits, and vegetables that may be nearing their expiration date, March 4, 2022 through June 30, 2024, at no cost to Oxnard School District.

**C.20. Ratification of Agreement #21-189 – Fillmore Unified School District for Oxnard School District to provide DHH Services (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 #21-189 with Fillmore Unified School District, for Oxnard School District to provide services for Fillmore Unified School District student #HZ071413 for the 2021-2022 school year, including Extended School Year (ESY), Fillmore Unified School District will reimburse Oxnard School District in the amount of \$35,601.26.

**C.21. Ratification of Agreement #21-190 – Fillmore Unified School District for Oxnard School District to provide DHH Services (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 #21-190 with Fillmore Unified School District, for Oxnard School District to provide services for Fillmore Unified School District student #JC111411 for the 2021-2022 school year, including Extended School Year (ESY), Fillmore Unified School District will reimburse Oxnard School District in the amount of \$35,601.26.

**C.22. Ratification of Agreement #21-191 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-191 with the Ventura County Office of Education, for Special Circumstances Paraeducator Services (SCP's) for students #DS080410, #JN090409, #IH081410, #JM111710, #DG052310, #SR112811, #ZS121507, #JM111710, #IO111109, in the amount of \$302,567.10, to be paid out of Special Education funds.

**C.23. Ratification of Agreement #21-196 – Art Trek Inc. (DeGenna/Cordes)**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-196 with Art Trek Inc., for providing professional art instruction to students at Lemonwood Elementary School on March 22 and 24, 2022, in the amount not to exceed \$1,250.00, to be paid out of Supplemental Concentration Funds.

**C.24. Ratification of Agreement #21-197 – Walter D. Schwartz (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-197 with Walter D. Schwartz, to provide services related to Collective Bargaining training and facilitation services, and management consulting services and advice to the District regarding educational administrative issues as specified by the Superintendent and/or designee, April 1, 2022 through June 30, 2023, in the amount not to

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exceed \$30,000.00 including travel/lodging expenses, to be paid out of the General Fund (Negotiations).

**C.25. Ratification of Agreement #21-198 – Louise K. Taylor, Ph.D. (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-198 with Louise K. Taylor, Ph.D., to provide services related to Interest-Based Bargaining (IBB), collective bargaining/labor-relations, and management services as specified by the Superintendent and/or designee, inclusive of facilitation of IBB negotiations and training in IBB practices, April 1, 2022 through June 30, 2022, in the amount not to exceed \$2,000.00 including travel/lodging expenses, to be paid out of the General Fund (Negotiations).

**Section D: ACTION ITEMS**

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

**D.1. Approval of NGSS Science Curriculum-Imagine Learning (DeGenna/Fox)**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Teaching and Learning that the Board of Trustees approve the selection and purchase of NGSS Science materials with Imagine Learning, for an eight-year term through June 30, 2030, in the amount of \$2,389,399.28, to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.2. Approval of Committed Fund Balance Resolution #21-22 (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 #21-22 to establish a committed fund balance in the General Fund, and authorize the Superintendent to set the amounts committed for each specified purpose no later than December 15, 2022.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.3. Consideration of Votes for 2022 CSBA Delegate Assembly Run-Off Elections (Aguilera-Fort)**

It is recommended that the Board of Trustees consider whether it wishes to vote for a representative in the CSBA's Run-Off Election for Delegate Assembly, Subregion 11-B (Ventura). A tie vote resulted in a run-off election in Region 11-B involving the following

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candidates. The Board, as a whole, has the opportunity to vote for only one (1) of the candidates listed.

- Darlene Bruno (Hueneme ESD)
- Efrain Cazares (Ocean View SD)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**D.4. Adoption of Resolution #21-28 Emergency Resolution to Determine that an Emergency Existed Regarding Christa McAuliffe Elementary School Flood (Mitchell)**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Emergency Resolution #21-28 determining that an emergency existed at McAuliffe School beginning on January 4, 2022 and ratifying the work agreement between the district and First Onsite Property Restoration for water mitigation service, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**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 - Drifill Preschool Classrooms (Aguilera-Fort/Mitchell)**

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-29 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Preschool Classrooms, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**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**

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**Grant Program - Driffill Transitional Kindergarten Classrooms (Aguilera-Fort/Mitchell)**

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-30 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Transitional Kindergarten Classrooms, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**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 - Driffill Kindergarten Classrooms (Aguilera-Fort/Mitchell)**

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-31 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Kindergarten Classrooms, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

**Section E: APPROVAL OF MINUTES**

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

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

- June 23, 2021 Regular Meeting
- August 4, 2021 Regular Meeting
- August 11, 2021 Special Board Meeting
- August 21, 2021 Special Board Meeting
- August 25, 2021 Regular Board Meeting
- September 8, 2021 Regular Board Meeting
- September 22, 2021 Regular Board Meeting

Board Discussion:

Moved:

Seconded:

Vote:

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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 - Board Policy BP 0415 Equity (DeGenna/Jefferson)**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Special Education that the Board of Trustees receive the revisions to BP 0415 Equity for First Reading, as presented. The Policy will be presented for Second Reading and Adoption at the May 4, 2022 Board Meeting.

**F.2. First Reading – BP and AR 1312.3 Uniform Complaint Procedures (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees receive the revisions to BP and AR 1312.3 Uniform Complaint Procedures for First Reading, as presented. The Policies will be presented for Second Reading and Adoption at the May 4, 2022 Board Meeting.

**F.3. First Reading - Board Policies AP/BP 5148.3 Preschool/Early Childhood Education (DeGenna/Valdes)**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Early Childhood Education that the Board of Trustees receive the revisions to AP/BP 5148.3 Preschool/Early Childhood Education for First Reading, as presented. The Policies will be presented for Second Reading and Adoption at the May 4, 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

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

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 20, 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:** April 20, 2022

**Agenda Section:** Section A: Preliminary

### **Closed Session**

---

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel
  - Existing Litigation:
    - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - Anticipated Litigation:
    - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
  - Public Employee(s) Evaluation
    - Principals
4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:  
Consider the Request to Expel Student:
  - Case No. 21-04 (Action Item)

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 20, 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:** April 20, 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:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section A: Presentation

### **Californians Together Award Presentation (Aguilera-Fort/DeGenna/Fox)**

---

Californians Together and the selection committee, will present the Oxnard School district with the 2022 Lynne Aoki Multiple Pathway to Biliteracy District Recognition Award (LAMPBDRA). The goal of the awards is to inspire the development of strong dual language programs, multiple opportunities and comprehensive pathways enabling all students to reach the goal of high levels of proficiency in two or more languages, fully qualified to receive the Seal of Biliteracy recognition upon high school graduation. The awards is named in memory of inspiring advocate Lynn Aoki, a founder and board member of Californians Together.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent, the Assistant Superintendent, Educational Services and the Director of Teaching and Learning that the Board of Trustees accept the recognition, as presented.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section A: Report

### **Measure D Bond Oversight Committee Annual Report (Mitchell)**

---

The Interim Assistant Superintendent, Business & Fiscal Services, will introduce Ms. Alyssa Maria, Measure D Bond Oversight Committee Chair, who will present the Bond Oversight Committee's fifth annual report to the Board of Trustees as per Proposition 39 requirements.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2021 Measure D Bond Oversight Committee Annual Report \(4 pages\)](#)  
[Powerpoint 2021 Measure D Bond Oversight Annual Report \(8 pages\)](#)

# Measure D Bond Oversight Committee

## 2021 Annual Report to the Community



**Rose Avenue Elementary School Construction Groundbreaking - October 2021**

The **Measure D Bond Oversight Committee (Committee)** has been established to actively review and report on the expenditure of voter-approved bonds, receive and review copies of annual performance and financial audits, and present an annual written report.

Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016. All projects are consistent with the project list provided to voters by the District’s Board of Trustees. The District has issued approximately \$106 million in Measure D bonds, leaving approximately \$36.5 in remaining authorization.

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 21<sup>st</sup> Century Learning Environment improvements. The reconstruction of Rose Avenue elementary has commenced, making Rose Avenue elementary the fifth school reconstruction project.

This report shares project progress and financial information. On behalf of the Committee, I thank the Oxnard community for their support.

Sincerely,

Alyssa Maria, Vice Chair  
Measure D Bond Oversight Committee

**Measure D Bond Oversight Committee**

Will Ray Jr., Chair  
*PTA/Parent Representative*

Alyssa Maria, Vice Chair  
*Parent/Guardian of Enrolled Child*

William Belcher  
*Community at Large Representative*

John Jay  
*Bona-fide Taxpayers Organization Member*

Lisa Latimer  
*Community at Large Representative*

Vacant  
*Business Organization Representative*

Vacant  
*Senior Citizens Organization Member*

*The Committee meets at least quarterly. Each member of the committee is appointed by the District’s Board of Trustees for a two year term of service. Committee minutes and information on bond funded projects are available on the District’s website:*

**[www.oxnardsd.org](http://www.oxnardsd.org)**

**Oxnard School District**

Dr. Karling Aguilera-Fort  
*Superintendent*

**Board of Trustees**

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

# Measure D Overview

## Overview

The District has adopted a Master Construct and Implementation Program which is funded through the use of Measure D and Measure R bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Master Construct and Implementation Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available. Applicable State funds received that may be available in the future will be made available to the program.

Completed projects include improvements to kindergarten and science lab facilities across eight schools and deployed state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. Four new 21<sup>st</sup> Century reconstructed schools were provided at Harrington, Elm, Lemonwood, and McKinna, as well as a new 12 classroom building at Marshall. Additional completed improvements included new kindergarten/flex classrooms at Brekke, McAuliffe, Ritchen, and Ramona, as well as kindergarten annex facilities at Lemonwood and Harrington elementary schools.

## Rose Avenue School 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 Phase-1, the new campus buildings will be built on the existing play fields. Phase-2 will consist of the demolition of the existing campus and construction of new play areas. The District conducted a groundbreaking ceremony in late October 2021 which was well received. Construction commenced in early November 2021 and is scheduled to be open for students in the 2023/24 school year.



*Rose Avenue Elementary School Design Renderings - IBI Group*

# Project Progress

## **Modernization of McAuliffe and Ritche Elementary Schools**

The modernization of McAuliffe and Ritche Elementary schools includes improvements to existing permanent classrooms, including STEAM, science and piano labs, and upgrades to support spaces to comply with the District's vision and specification for 21<sup>st</sup> Century facilities. Proposed improvements for permanent classrooms include allowances for improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the libraries into Media Centers is proposed as are improvements to the multipurpose room, the HVAC system and other administrative upgrades. Both projects have received approval from the Division of State Architect (DSA) and California Department of Education (CDE). Construction implementation for both projects is pending the availability of funding. Funding applications for modernization grants will be submitted to the State for the projects which would be placed on the State's beyond bond authority list.

## **New Seabridge K-5 School**

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 project has received both DSA and CDE approval. At this time, construction of the project is on hold pending local approvals and the availability of funding.

## **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. Implementation of the project is on hold pending availability of funding.

# Financial Information

## Measure D Bond Oversight Committee

### 2021 Meeting Dates

February 8, 2021

June 21, 2021 (No quorum)

July 15, 2021

October 18, 2021 (No quorum)

November 16, 2021

### Measure D Bond Sales

Total Authorization: \$142.5 million

Series A—\$81 million March 2017

Series B—\$14 million March 2018

Series C—\$11 million December 2020

Remaining Authorization : \$36.5 million

### Annual Financial & Performance Audit

The integrity of Measure D funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2021, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure D General Obligation Bond Building Fund as of June 30, 2021, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure D General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure D funds have been spent in accordance with the language of the voter approved Measure and in a manner consistent with applicable State law.

### *Measure D General Obligation Bond Building Fund*

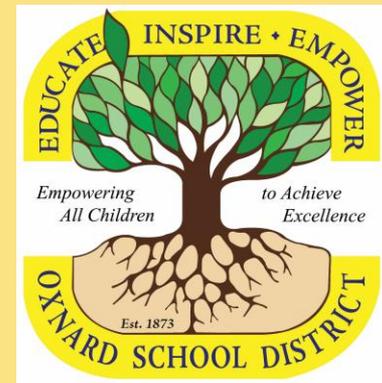
### *Statement of Revenues, Expenditures, and Changes in Fund Balance*

### *For the Fiscal Year Ended June 30, 2021*

	<u>Measure "D"</u> <u>Building Fund</u>
<b>REVENUES</b>	
Other state sources	\$ 7,267,950
Interest earnings	111,359
Total Revenues	<u>7,379,309</u>
<b>EXPENDITURES</b>	
Current:	
Materials and supplies	114,330
Services and other operating expenditures	145,359
Other Outgo	159,920
Capital outlay	3,032,261
Debt service:	
Issuance cost	<u>180,000</u>
Total Expenditures	<u>3,631,870</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,747,439
<b>OTHER FINANCING SOURCES (USES)</b>	
Issuance of debt - general obligation bonds	<u>10,995,135</u>
Total Other Financing Sources and Uses	<u>10,995,135</u>
Net Change in Fund Balance	14,742,574
Fund Balance, July 1, 2020	<u>15,081,467</u>
Fund Balance, June 30, 2021	<u>\$ 29,824,041</u>

***There were no audit findings in  
2020-21***

# Measure D Bond Oversight Committee 2021 Annual Report to the Community



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Oxnard School District  
Board of Trustees Meeting  
April 20, 2022

# Measure D

## Bond Oversight Committee

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**Will Ray Jr.**, Chair, PTA/Parent Representative

**Alyssa Maria**, Vice Chair, Parent/Guardian of Enrolled Child

**William Belcher**, Community at Large Representative

**John Jay**, Bona-fide Taxpayers Organization Member

**Lisa Latimer**, Community at Large Representative

**Vacant**, Business Organization Representative

**Vacant**, Senior Citizens Organization Member

# Annual Report

An Annual Report to the community has been prepared that includes:

- Summary of the Measure “D” Bond
- Program Status Report
- Financial and Performance Audits

OXNARD SCHOOL DISTRICT  
February 2022

**Measure D  
Bond Oversight Committee**

*2021 Annual Report to the Community*



*Rose Avenue Elementary School Construction Groundbreaking - October 2021*

The Measure D Bond Oversight Committee (Committee) has been established to actively review and report on the expenditure of voter-approved bonds, receive and review copies of annual performance and financial audits, and present an annual written report.

Measure D is a \$142.5 million General Obligation (G.O.) bond authorization approved by voters in November 2016. All projects are consistent with the project list provided to voters by the District's Board of Trustees. The District has issued approximately \$106 million in Measure D bonds, leaving approximately \$36.5 million in remaining authorization.

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 21<sup>st</sup> Century Learning Environment improvements. The reconstruction of Rose Avenue elementary has commenced, making Rose Avenue elementary the fifth school reconstruction project.

This report shares project progress and financial information. On behalf of the Committee, I thank the Oxnard community for their support.

Sincerely,  
Alysa Maria, Vice Chair  
Measure D Bond Oversight Committee

**Measure D Bond Oversight Committee**  
Will Ray Jr., Chair  
PTA/Parent Representative

Alysa Maria, Vice Chair  
Parent/Guardian of Enrolled Child

William Belcher  
Community at Large Representative

John Jay  
Bona-fide Taxpayers Organization Member

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*The Committee meets at least quarterly. Each member of the committee is appointed by the District's Board of Trustees for a two year term of service. Committee minutes and information on bond funded projects are available on the District's website: [www.oxnardsd.org](http://www.oxnardsd.org)*

**Oxnard School District**  
Dr. Karling Aguilera-Fort  
Superintendent

**Board of Trustees**  
Veronica Robles-Solis, President  
Jarely Lopez, Clerk  
Monica Madrigal Lopez, Trustee  
Katalina Martinez, Trustee  
Debra M. Cordes, Trustee

# About Measure D

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Measure D is a \$142.5 million General Obligation bond authorization approved by voters in November 2016

All projects are consistent with the project list provided to voters by the District's Board of Trustees

The District has issued approximately \$106 million in Measure D bonds, leaving approximately \$36.5 in remaining authorization



## GO Bond

**\$142,500,000**

**Oxnard**

56-72538

### Purpose

Acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds.

November 2016

# Project Progress

- The Rose Avenue Reconstruction project is under construction and is scheduled to be open for students in the 2023/24 school year



# Project Progress

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- The Seabridge K-5 School Project
- The Doris Patterson Project
- The Modernization of McAuliffe and Ritchen Schools Projects

# Financial and Performance Audit

Measure D funds are audited annually by an independent accounting firm

There were no audit findings in 2020-21

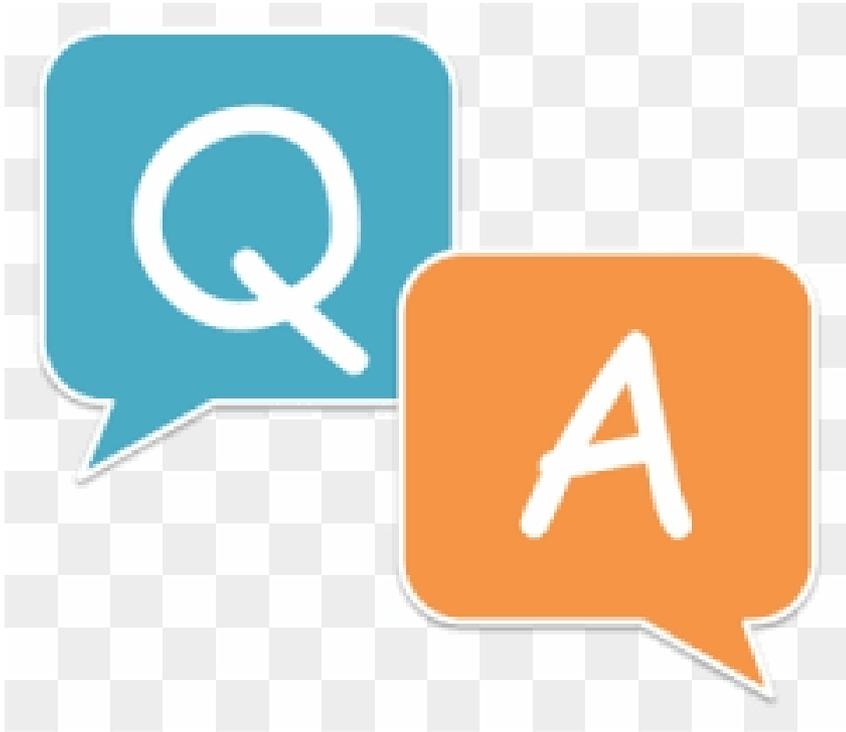
## *Measure D General Obligation Bond Building Fund Statement of Revenues, Expenditures, and Changes in Fund Balance*

*For the Fiscal Year Ended June 30, 2021*

	Measure "D" Building Fund
<b>REVENUES</b>	
Other state sources	\$ 7,267,950
Interest earnings	111,359
Total Revenues	<u>7,379,309</u>
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Total Other Financing Sources and Uses	<u>10,995,135</u>
Net Change in Fund Balance	14,742,574
Fund Balance, July 1, 2020	<u>15,081,467</u>
Fund Balance, June 30, 2021	<u>\$ 29,824,041</u>

# Questions and Answers

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section B: Hearing

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

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

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

N/A

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section B: Hearing

**Public Hearing: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2021-2022 and 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres/Batista)**

---

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2021-2022 and 2022-2023 school years and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act and conduct this Public Hearing before the parties meet to negotiate the articles listed on the attached.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2021-2022 and 2022-2023 school years and any additional years, as may be mutually agreed upon by the parties.

**ADDITIONAL MATERIALS:**

- Attached:** [Public Hearing Notice OEA 2021-22 and 2022-2023 Sunshine Proposals 04.20.2022 \(one page\)](#)
- [OSSA Sunshine Letter 2021-2022 \(1 page\)](#)
- [OSSA Sunshine Letter 2022-2023 \(1 page\)](#)
- [OSD- OSSA 2021-2022 Sunshine Articles Letter to OSSA 4.7.22 \(1 page\)](#)
- [OSD- OSSA 2022-2023 Sunshine Articles Letter to OSSA 4.7.22 \(1 page\)](#)



# OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

## NOTICE OF PUBLIC HEARING

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PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on the *Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) initial proposals for 2021-2022 and 2022-2023 negotiations, pursuant to Government Code Section 3547*, at a regular meeting of the Board of Trustees on **April 20, 2022** at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider authorizing the District to enter into contract negotiations with OSSA for the 2021-2022 and 2022-2023 school years and any additional years, as may be mutually agreed upon by the parties.

By: Dr. Victor M. Torres  
Assistant Superintendent, Human Resources  
(805) 385-1501, ext. 2050



April 6, 2022

Dr. Victor Torres  
Assistant Superintendent of Human Resources  
Oxnard School District

Dear Dr. Torres,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter contract negotiations with the Oxnard School District for the 2021-2022 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and Facilitator Walter Schwartz.

The Association is looking forward to engaging in negotiations utilizing a hybrid approach of Interest Based Bargaining (IBB) and traditional positional bargaining per our settlement. We are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Shiri Hermesh, Erika Dowd, Annette Murguia, Monica Garcia, Irene Zavala, and Jennifer Miadich-Freilich.

The Association seeks to open the following articles:

Article 7 – Assignments

Article 8 – Student Ratio

Article 11 – Leave

Article 16 – Salaries

Sincerely,  
Shiri Hermesh, President  
Oxnard Support Services Association



April 7, 2022

Dr. Victor Torres  
Assistant Superintendent of Human Resources  
Oxnard School District

Dear Dr. Torres,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter contract negotiations with the Oxnard School District for the 2022-2023 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and Facilitator Walter Schwartz.

The Association is looking forward to engaging in negotiations utilizing a hybrid approach of Interest Based Bargaining (IBB) and traditional positional bargaining per our settlement. We are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Shiri Hermesh, Erika Dowd, Annette Murguia, Monica Garcia, Irene Zavala, and Jennifer Miadich-Freilich.

The Association seeks to open the following articles:

Article 3 – Grievance

Article 6 – Duty Hours

Article 7 – Assignments

Article 8 – Student Ratio

Article 11 – Leave

Article 16 – Salaries

Article 17 – Professional Development

Article 18 – Fringe Benefits – Insurance

Sincerely,

Shiri Hermesh, President

Oxnard Support Services Association



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

Oxnard School District  
Initial Sunshine Proposals to the  
Oxnard Supportive Services Association  
2021-2022

April 7, 2022,

Shiri Hermesh, President  
Oxnard Support Services Association

Dear Ms. Hermesh,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the District is pleased to inform you of our intent to enter contract negotiations with Oxnard Supportive Services Association for the 2021-2022 contract year.

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 16 Salaries

- The District seeks to enter into discussions regarding OSSA Salaries.

Article 18 Fringe Benefits

- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Sincerely,

Dr. Victor M. Torres  
Assistant Superintendent, Human Resource



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

Oxnard School District  
Initial Sunshine Proposals to the  
Oxnard Supportive Services Association  
2022-2023

April 7, 2022,

Shiri Hermesh, President  
Oxnard Support Services Association

Dear Ms. Hermesh,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the District is pleased to inform you of our intent to enter contract negotiations with Oxnard Supportive Services Association for the 2022-2023 contract year.

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

- Article 4. **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**
- The District seeks to enter into discussions regarding OSSA Payroll Deductions to comply with current statute
- Article 11. **LEAVE PROVISIONS**
- The District seeks to enter into discussions regarding OSSA Leave Provisions.
- Article 16. **SALARIES**
- The District seeks to enter into discussions regarding OSSA Salaries.
- Article 18. **FRINGE BENEFITS**
- The District seeks to enter into discussions regarding OSSA Fringe Benefits.
- Article 19. **WELLNESS**
- The District seeks to enter into discussions regarding OSSA Wellness.
- Article 23. **TERM**
- The District seeks to enter into discussions regarding Term of the contract

Sincerely,

Dr. Victor M. Torres  
Assistant Superintendent, Human Resource

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section B: Hearing

### **Conduct Public Hearing and Consider Adoption of Resolution #21-26 of the Board of Trustees of the Oxnard School District to Adopt the Residential and Commercial/Industrial Development School Fee Justification Study Prepared for the Oxnard School District by Cooperative Strategies Pursuant to Government Code Section 66016.5 (Mitchell) (Hearing & Action Item)**

---

The State Board of Allocation ("SAB") increased the maximum amounts of statutory school fees ("School Fee") per residential building square foot that may be levied for schools ("Level 1 Fees") from \$4.08 to \$4.79 per square foot for assessable space of residential development and from \$0.66 to \$0.78 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District, the School District can collect sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995.

To determine the extent to which a nexus can be established in the School District between residential and commercial/industrial development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amounts of Level 1 Fees that may be levied for schools, the District has previously retained the services of Cooperative Strategies to prepare the Residential and Commercial/Industrial Development School Fee Justification Study ("Study").

The Study was available for public review from April 8, 2022 through April 20, 2022.

#### **FISCAL IMPACT:**

The adoption of the Study will allow for the increase in the Level I fee to \$3.18 per square foot for all new residential development and up to \$0.318 per square foot for all new commercial/industrial development.

#### **RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 21-26, and adopt the Residential and Commercial/Industrial Development School Fee Justification Study Prepared for the Oxnard School District by Cooperative Strategies Pursuant to Government Code Section 66016.5.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Residential and Commercial/Industrial Development School Fee Justification](#)

Study (48 pages)  
Resolution # 21-26 (4 pages)



► **RESIDENTIAL AND  
COMMERCIAL/INDUSTRIAL  
DEVELOPMENT SCHOOL FEE JUSTIFICATION  
STUDY**

OXNARD SCHOOL DISTRICT

**MARCH \_\_, 2022**

**Prepared For:**

Oxnard School District  
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**COOPERATIVE  
STRATEGIES**

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### EXHIBITS

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**EXHIBIT A:**

Current SAB Form 50-02

**EXHIBIT B:**

Updated School Facilities Capacity Calculation

**EXHIBIT C:**

Adjusted School Facilities Capacity Calculation

**EXHIBIT D:**

Updated School Facilities Cost Estimates

## EXECUTIVE SUMMARY

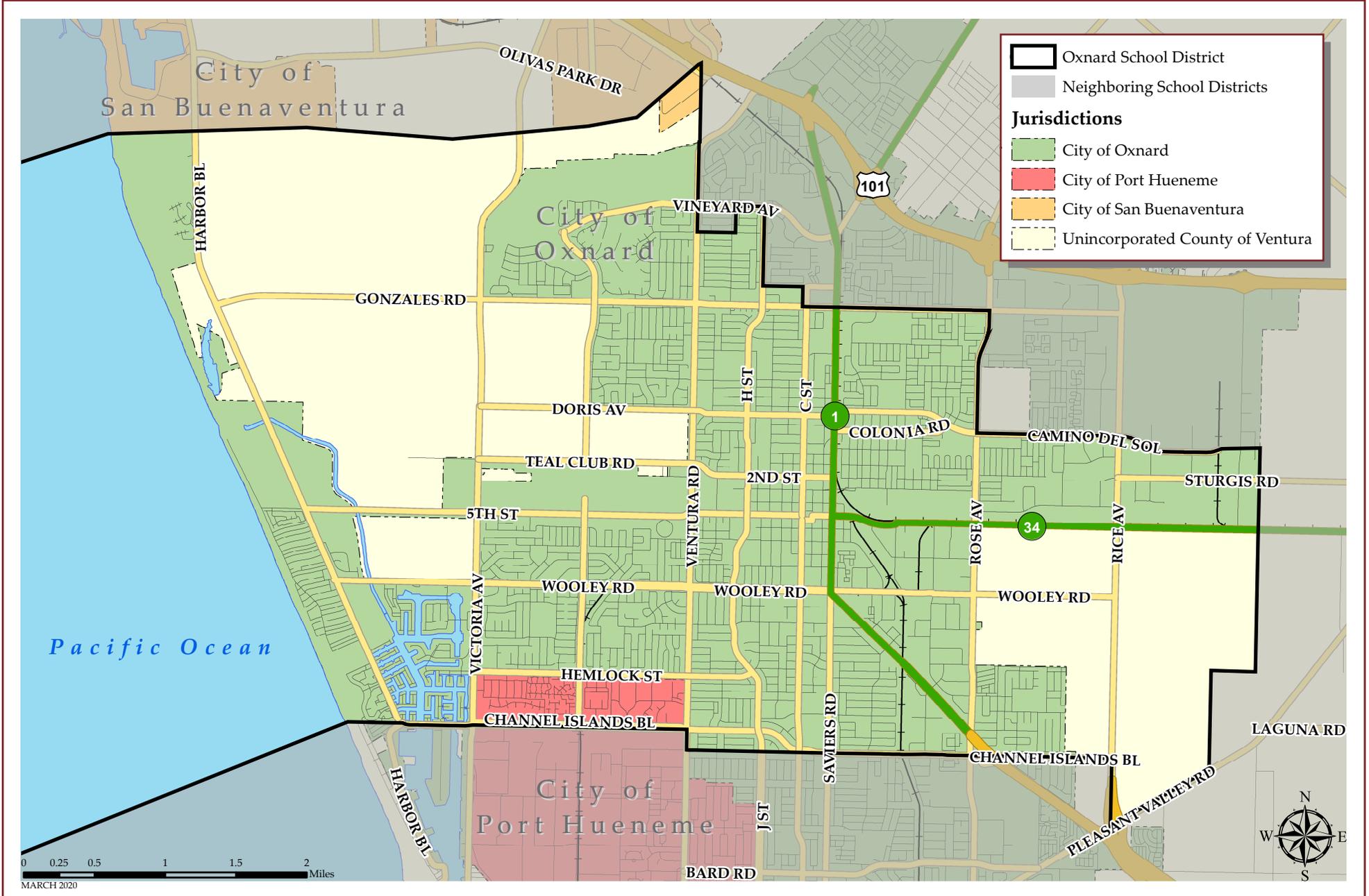
This Residential and Commercial/Industrial Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Oxnard School District ("School District") between residential and commercial/industrial ("CID") development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential and CID building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code, Assembly Bill ("AB") 181, and subdivision (e) of Section 17621 of the Education Code

The School District provides education to students in grades transitional kindergarten ("TK") through 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2021/2022 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. Of these 20,856 seats, 16,941 are at the elementary school level (i.e., grades kindergarten through 5) and 3,915 are at the intermediate school level (i.e., grades 6 through 8). This capacity includes seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Based on data provided by the School District, student enrollment is 14,381 in school year 2021/2022. Comparing student enrollment to facilities capacity reveals that facilities capacity exceeds student enrollment at both school levels in school year 2021/2022 (please see Section IV for more information on student enrollment and facilities capacity).

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 ("SCAG") approximately 8,199 additional residential units are expected be constructed within the School District's boundaries through calendar year 2035 ("Future Units"). Of these 7,067 Future Units, 4,452 are expected to be single family detached ("SFD") and 2,615 are expected to be multi-family attached ("MFA") units.

# OXNARD SCHOOL DISTRICT

# GEOGRAPHIC PROFILE



To determine the impact on the School District from Future Units, the Study first multiplied the number of Future Units by the student generation rates ("SGRs") to determine the projected student enrollment from Future Units. The results were that 700 unhoused intermediate school students are anticipated to be generated from Future Units. These numbers include a reduction of the number of students projected to be housed by existing excess seats ("Projected Unhoused Students").

To adequately house the Projected Unhoused Students, the School District will need to construct new intermediate school facilities. Using design capacities of 1,200 students per intermediate school, the School District will need to construct one (1) new intermediate school to accommodate the Projected Unhoused Students from the Future Units projected to be constructed at this time. Based on school facility cost estimates prepared by Cooperative Strategies, an intermediate school is projected to cost \$109,468,695. Additionally, the School District will also need to reconstruct and modernize its existing elementary school facilities. Based on modernization costs provided by the School District, Cooperative Strategies estimates a modernization cost \$8,352 per seat at the elementary school level.

In addition to the school facilities cost impacts, the School District will experience Central Administrative and Support Facilities cost impacts. In January 1994, the State Allocation Board ("SAB") approved a policy of four (4) square feet of Central Administrative and Support Facilities per student, which based on School District cost estimates equates to a per-student cost of \$800. Multiplying these costs by the facilities needed and the students generated yielded the total school facilities cost impacts shown in Table ES-1.

T A B L E E S - 1

**TOTAL SCHOOL FACILITIES COST IMPACTS (2022\$)**

<b>School Levels</b>	<b>Cost Per Facility/Student</b>	<b>Facilities Required/Students Generated</b>	<b>Total School Facilities Cost Impacts</b>
<b>Intermediate School</b>	\$109,468,695	0.5833	\$63,853,090
<b>Central Admin Impacts</b>	\$800	700	\$560,000
<b>ES Modernization</b>	\$8,352	2,272	\$18,975,744
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$83,388,834</b>

The amounts listed in Table ES-1 were apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 lists the school facilities cost impacts per residential unit.

T A B L E E S - 2

**TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT  
(2022\$)**

<b>Land Use</b>	<b>Total School Facilities Cost Impacts</b>	<b>Future Units</b>	<b>School Facilities Cost Impacts per Residential Unit</b>
<b>Single Family Detached</b>	\$51,904,532	4,452	\$11,659
<b>Multi-Family Attached</b>	\$31,484,302	2,615	\$12,040

To determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

T A B L E E S - 3

**TOTAL SCHOOL FACILITIES COST IMPACTS PER  
RESIDENTIAL SQUARE FOOT (2022\$)**

<b>Land Use</b>	<b>School Facilities Cost Impacts per Future Units</b>	<b>Average Square Footage</b>	<b>School Facilities Cost Impacts per Residential Square Foot</b>
<b>Single Family Detached</b>	\$11,659	2,697	\$4.32
<b>Multi-Family Attached</b>	\$12,040	1,270	\$9.48

To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides commercial/industrial development ("CID") into seven (7) land use categories: retail and services, office, research and development, industrial/warehouse/ manufacturing, hospital, hotel/motel, and self-storage. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-4.

T A B L E E S - 4

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET CID**

<b>CID Land Use Category</b>	<b>Square Feet per Employee</b>	<b>Employees per 1,000 Square Feet</b>
<b>Retail and Service</b>	447	2.2371
<b>Office</b>	286	3.4965
<b>Research and Development</b>	329	3.0395
<b>Industrial/Warehouse/Manufacturing</b>	371	2.6954
<b>Hospital</b>	360	2.7778
<b>Hotel/Motel</b>	883	1.1325
<b>Self-Storage</b>	15,552	0.0643

Additional data from SCAG, the U.S. Bureau of Census ("Census"), and CoreLogic provide a basis for estimating net school district household impacts. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, expressed in 2022 dollars. These results are summarized in Table ES-5 on the following page.

T A B L E E S - 5

**GROSS SCHOOL FACILITIES COSTS IMPACTS  
PER HOUSEHOLD (2022\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Unit
Elementary School	0.0052	\$8,352	\$43.43
Intermediate School	0.0026	\$51,988	\$135.17
<b>Impact per Household</b>	<b>N/A</b>	<b>N/A</b>	<b>\$178.60</b>

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on the proposed residential School Fee of \$3.16 per square foot, justified in this Study. The residential revenues per household are then subtracted from the impact per household listed above. This results in net impact per household, as summarized in Table ES-6.

T A B L E E S - 6

**NET SCHOOL FACILITIES COST IMPACTS  
PER HOUSEHOLD (2022\$)**

Item	Amount
Impact per Household	\$178.60
Residential Revenue Per Household	\$87.73
<b>Net School Facilities Cost Impacts Per Household</b>	<b>\$90.87</b>

The net impact per household is then divided by the appropriate square feet per employee for each of the seven (7) CID land use categories to determine the cost impact per square foot of CID for each CID category, as shown in Table ES-7 on the following page.

T A B L E E S - 7

**NET SCHOOL FACILITIES COST IMPACTS  
PER SQUARE FOOT (2022\$)**

<b>School Level</b>	<b>Net Impact per Household</b>	<b>Square Feet per Employee</b>	<b>Cost Impact per Square Foot Of CID</b>
<b>Retail and Services</b>	\$90.87	447	\$0.203
<b>Office</b>	\$90.87	286	\$0.318
<b>Research and Development</b>	\$90.87	329	\$0.276
<b>Industrial/Warehouse/Manufacturing</b>	\$90.87	371	\$0.245
<b>Hospital</b>	\$90.87	360	\$0.252
<b>Hotel/Motel</b>	\$90.87	883	\$0.103
<b>Self-Storage</b>	\$90.87	15,552	\$0.006

On February 23, 2022, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.08 to \$4.79 per residential building square foot, and from \$0.66 to \$0.78 per CID square foot for unified school districts.

As shown in Table ES-3, the impact per residential square foot exceeds the maximum residential School Fee per square foot and, therefore, School Fees would provide for less than 100 percent of the school facilities cost impacts. Based on the School District’s fee sharing agreement with the Oxnard Union High School District (“OUHSD”), the School District can collect 66 percent, or \$3.16 per square foot, for all new Future Units built within its boundaries. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.16 per square foot for all new residential development within its boundaries subject to the limitations under the law.

Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table ES-7, against the maximum CID Fee per square foot as noted above. As shown in Table ES-8 on the following page, the School District is justified in levying:

T A B L E E S - 8

**MAXIMUM SCHOOL FEE PER SQUARE FOOT OF CID**

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

# I. INTRODUCTION

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
2. Reformation of the State School Building Program; and
3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion. On November 8, 2016, the voters of the State approved Proposition 51 ("Prop 51"). Prop 51 includes the authorization for the issuance of State general obligation bonds in the amount of \$9 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to seek mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with an alternative School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

## II. LEGISLATION

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation and history are summarized below:

**A. AB 2926**

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
3. School Fees for 1987 were limited to \$1.50 per square foot on new residential construction and \$0.25 per square foot for new commercial/industrial construction.
4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

**B. AB 1600**

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.

3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

**C. AB 181**

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 et seq. of the Government Code which was re-codified as Sections 17620 et seq. of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district."

Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.

- 3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.
- 4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.

### III. METHODOLOGY OF STUDY

Cooperative Strategies is projecting an increase in student enrollment attributable to new development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, AB 1818, and the provisions of Section 66001 of the Government Code.

#### A. RESIDENTIAL METHODOLOGY

Cooperative Strategies has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

1. Housing projections - The number of future residential units to be constructed within the boundaries of the School District.
2. Student generation - The number of students generated from a residential unit within the School District.
3. Facility requirements - The number of new school facilities required to house students generated from new residential units
4. School facilities cost impacts - The costs to the School District associated with the construction of new school facilities.
5. School Fee requirements – The School District's need to levy School Fees to cover the cost of new school facilities.

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs.

**B. COMMERCIAL/INDUSTRIAL METHODOLOGY**

Cooperative Strategies has also determined that School Fees must be levied on new CID projects. In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

- 1. Job creation (i.e., new CID within the School District creates new jobs);
- 2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
- 3. Student generation (i.e., household formation within the School District generates new students);
- 4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
- 5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

- 1. Employment Impacts
- 2. Household Impacts
- 3. Student Generation Impacts
- 4. School Facilities Cost Impacts
- 5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

**C. COMMERCIAL/INDUSTRIAL LAND USE CATEGORIES**

Linkage impacts are analyzed for the following CID land use categories:

- 1. Retail and Services
- 2. Office
- 3. Research and Development
- 4. Industrial/Warehouse/Manufacturing
- 5. Hospital
- 6. Hotel/Motel
- 7. Self-Storage

**RETAIL AND SERVICES**

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

**OFFICE**

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

**RESEARCH AND DEVELOPMENT**

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

**INDUSTRIAL/WAREHOUSE/MANUFACTURING**

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

**HOSPITAL**

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

**HOTEL/MOTEL**

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days.

It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

**SELF-STORAGE**

This category includes buildings in which a storage unit or vault is rented for the storage of goods and/or personal materials. This category may also include office areas associated with storage.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to six (6) of the seven (7) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

# IV. FACILITIES CAPACITY AND STUDENT ENROLLMENT

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential and CID development, school year 2021/2022 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2021/2022 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. This capacity includes seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Of these 20,856 existing seats, 16,941 are at the elementary school level and 3,915 are at the intermediate school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2021/2022 is 14,381 students. As shown in Table 1, the School District's facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2021/2022.

T A B L E 1

### EXISTING SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT

School Level	2021/2022 Facilities Capacity	2021/2022 Student Enrollment	Excess/ (Shortage) Capacity
Elementary School (Grades K-5)	16,941	11,005	5,936
Intermediate School (Grades 6-8)	3,915	3,376	539
<b>Total</b>	<b>20,856</b>	<b>14,381</b>	<b>6,475</b>

The capacities identified in Table 1 include seats from school facility reconstruction projects for which State funding applications have been submitted to the Office of Public School Construction ("OPSC") and have been completed or will be completed by the completion of this Study, based on the per-pupil grant amounts submitted for each project.

However, due to the fact that these applications are for the reconstruction of existing school facilities whose capacities are included in the School District’s SAB Form 50-02 (Exhibit A), Cooperative Strategies evaluated the original classroom inventories of reconstructed school facilities and removed those classrooms from the capacity calculation by multiplying the number of classrooms removed by the applicable State loading standards. Based on this calculation, it was determined that the elementary school capacity consists of 13,716 seats and intermediate school capacity consists of 3,915 seats (see Exhibit C for the adjusted school facilities capacity calculation). As shown in Table 2, the adjusted facilities capacity exceeds student enrollment at both school levels in school year 2021/2022.

T A B L E 2

**ADJUSTED SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT**

<b>School Level</b>	<b>2021/2022 Facilities Capacity</b>	<b>2021/2022 Student Enrollment</b>	<b>Excess/ (Shortage) Capacity</b>
<b>Elementary School (Grades K-5)</b>	13,716	11,005	2,711
<b>Intermediate School (Grades 6-8)</b>	3,915	3,376	539
<b>Total</b>	<b>17,631</b>	<b>14,381</b>	<b>3,250</b>

As indicated in Table 1, 2,711 elementary school seats and 539 intermediate school seats are available to house students generated from Future Units. These surplus seats will be addressed in Section V on the following page.

# V. IMPACT OF RESIDENTIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

## A. PROJECTED RESIDENTIAL DEVELOPMENT WITHIN THE SCHOOL DISTRICT

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by SCAG, the School District expects the construction of approximately 7,067 Future Units through calendar year 2035. Of these 7,067 Future Units, 4,452 are expected to be SFD units and 2,615 are expected to be MFA units. Table 3 distinguishes Future Units by land use.

T A B L E 3  
FUTURE UNITS

Land Uses	Total Future Units
Single Family Detached	4,452
Multi-Family Attached	2,615
<b>Total Units</b>	<b>7,067</b>

## B. RECONSTRUCTION

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

**B1. RESIDENTIAL RECONSTRUCTION**

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects(s) to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGRs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

**B2. RECONSTRUCTION OF COMMERCIAL/INDUSTRIAL CONSTRUCTION INTO RESIDENTIAL CONSTRUCTION**

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Cooperative Strategies is aware that such types of Reconstruction may occur within the School District in the future, however, Cooperative Strategies was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

**C. STUDENT GENERATION RATES PER RESIDENTIAL UNIT**

In order to analyze the impact on the School District’s student enrollment from Future Units, Cooperative Strategies utilized SGRs documented in the School District’s Analysis. These SGRs are shown in Table 4.

**TABLE 4  
STUDENT GENERATION RATES**

School Levels	Single Family Detached Units	Multi-Family Attached Units
Elementary School	0.3218	0.3210
Intermediate School	0.1727	0.1796
<b>Total</b>	<b>0.4945</b>	<b>0.5006</b>

**D. SCHOOL DISTRICT FACILITIES REQUIREMENTS**

By multiplying the Future Units as listed in Table 3 by the SGRs identified in Table 4, the Study determined the projected number of new students to be generated from Future Units. The Projected Student Enrollment by school level is shown in Table 5.

**TABLE 5  
PROJECTED STUDENT ENROLLMENT FROM FUTURE UNITS**

School Level	Projected Student Enrollment from Future SFD Units	Projected Student Enrollment from Future MFA Units	Projected Student Enrollment from Future Units
Elementary School	1,433	839	2,272
Intermediate School	769	470	1,239
<b>Total</b>	<b>2,202</b>	<b>1,309</b>	<b>3,511</b>

As indicated in Section IV, 2,711 surplus elementary school seats and 539 surplus intermediate school seats are available to accommodate the Projected Student Enrollment. Therefore, the Projected Unhoused Students are less than the Projected Student Enrollment at both school levels. Table 6 shows Projected Unhoused Students for the School District.

T A B L E 6

**PROJECTED UNHOUSED STUDENTS FROM FUTURE UNITS**

School Levels	Projected Students from Future Units	Surplus Seats	Projected Unhoused Students
Elementary School	2,272	2,711	0
Intermediate School	1,239	539	700
<b>Total</b>	<b>3,511</b>	<b>3,250</b>	<b>700</b>

To determine the number of intermediate school facilities necessary to adequately house the Projected Unhoused Students, Cooperative Strategies divided the Projected Unhoused Students by the estimated school facilities capacity at each school level, as provided by the School District. The additional school facilities requirements are identified in Table 7.

T A B L E 7

**ADDITIONAL SCHOOL FACILITIES FOR PROJECTED UNHOUSED STUDENTS**

School Levels	Projected Unhoused Students	Estimated Facilities Capacity	Additional Facilities Needed
Intermediate School	700	1,200	0.5833

**E. SCHOOL DISTRICT FACILITIES COSTS**

School facilities cost estimates at the intermediate school levels were prepared by Cooperative Strategies. The school facilities costs represent the full cost of site development, construction, furniture and equipment, as well as technology. It must be noted that the facilities costs are in 2022 dollars and do not include interest costs associated with debt incurred to finance the construction of facilities. The estimated site acquisition and facility construction costs by school level are shown in Table 8 while the costs for each component of the school facilities construction are listed in Exhibit E.

T A B L E 8

**ESTIMATED SCHOOL FACILITIES COSTS (2022\$)**

<b>School Levels</b>	<b>Site Acquisition Costs</b>	<b>Facility Construction Cost</b>	<b>Estimated Total Cost per Facility</b>
<b>Intermediate School</b>	\$12,374,726	\$97,093,969	\$109,468,695

As mentioned in Section IV, due to the age of the existing school facilities and their current state, the School District will need to perform significant reconstruction and modernization at all school levels in order to adequately serve students in the future.

In order to determine the reconstruction impact of students generated from Future Units, Cooperative Strategies divided total reconstruction cost estimates by the total numbers of students expected to utilize the School District’s facilities through built out. Based on cost estimates provided by the School District, reconstruction and modernization of the School District’s facilities will have an estimated total cost of \$114,552,598. Only the proportion of reconstruction costs attributable to the projected student enrollment expected to occupy the available capacity is used to calculate the School Fees. In order to determine the reconstruction impact of students generated from Future Units, Cooperative Strategies divided total reconstruction cost estimates by the total capacity for each school to be modernized.

Based on cost information provided by the School District, Cooperative Strategies estimates reconstruction and modernization costs to be \$8,352 per elementary school seat. Table 9 illustrates the total facilities reconstruction cost per student.

T A B L E 9

**ESTIMATED SCHOOL FACILITIES COSTS (2022\$)**

<b>School Levels</b>	<b>Total Modernization Costs</b>	<b>Total Capacity</b>	<b>Total Modernization Cost per Seat</b>
<b>Elementary School</b>	\$114,552,598	13,716	\$8,352

The costs in Table 8 do not include costs associated with Central Administrative and Support Facilities. As indicated in Table 6, Future Units will cause the enrollment of the School District to increase by approximately 700 students. In accordance with the Provisions of Chapter 341, Statutes of 1992, SB 1612, the SAB adopted a report on January 26, 1994, requiring approximately four (4) square feet of central administrative and support facilities for every student. Based on this report and the estimated cost per square foot to construct and furnish these types of facilities, the Study incorporates a Central Administrative and Support Facilities cost impact of \$800 per student.

**F. TOTAL SCHOOL FACILITIES COST IMPACTS**

To determine the total school facilities cost impacts caused by Future Units, Cooperative Strategies (i) multiplied the school facilities costs (Table 8) by the additional school facilities needed (Table 7) and (ii) multiplied the central administrative and support facilities costs per student (above paragraph) by the Projected Unhoused Students (Table 6) and (iii) multiplied the Projected Student Enrollment (Table 4) by the estimated modernization cost per seat (Table 9). Table 10 illustrates the total school facilities cost impacts from future residential development.

T A B L E 1 0

**TOTAL SCHOOL FACILITIES COST IMPACTS FROM FUTURE UNITS (2022\$)**

<b>Item</b>	<b>Cost per Facility/ Student</b>	<b>Facilities Required/Students Generated</b>	<b>Total School Facilities Cost Impacts</b>
<b>Intermediate School</b>	\$109,468,695	0.5833	\$63,853,090
<b>Central Admin Impacts</b>	\$800	700	\$560,000
<b>ES Modernization</b>	\$8,352	2,272	\$18,975,744
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$83,388,834</b>

**G. SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT**

To determine the total school facilities cost impacts per future residential unit, the total school facilities cost impacts listed above need to first be apportioned by land use based on the number of elementary school and intermediate school students to be generated from such land use. Table 11 shows total school facilities cost impacts by land use.

T A B L E 1 1  
**TOTAL SCHOOL FACILITIES COST IMPACTS BY LAND USE (2022\$)**

School Level	Single Family Detached Units	Multi-Family Attached Units	Total School Facilities Cost Impacts
<b>Elementary School</b>	\$11,968,416	\$7,007,328	\$18,975,744
<b>Intermediate School</b>	\$39,936,116	\$24,476,974	\$64,413,090
<b>Total</b>	<b>\$51,904,532</b>	<b>\$31,484,302</b>	<b>\$83,388,834</b>

Total school facilities cost impacts for each land use were then divided by the number of Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 12.

T A B L E 1 2  
**SCHOOL FACILITIES COST IMPACTS PER FUTURE UNIT (2022\$)**

Land Uses	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
<b>Single Family Detached</b>	\$51,904,532	4,452	\$11,659
<b>Multi-Family Attached</b>	\$31,484,302	2,615	\$12,040

**H. SCHOOL FACILITIES COST IMPACTS PER SQUARE FOOT**

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 12 were divided by the average square footage of such type of residential unit. Using square footage information for units constructed within the School District obtained from the County Assessor, Cooperative Strategies estimates that the average square footage of an SFD unit in the School District is projected to be 2,697 square feet while the average square footage of an MFA unit is projected to be 1,270 square feet. Table 13 shows the school facilities cost impacts per square foot of residential construction in the School District.

T A B L E 1 3

**SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2022\$)**

<b>Land Uses</b>	<b>School Facilities Cost Impacts per Residential Unit</b>	<b>Average Square Footage</b>	<b>School Facilities Cost Impacts per Square Foot</b>
<b>Single Family Detached</b>	\$11,659	2,697	\$4.32
<b>Multi-Family Attached</b>	\$12,040	1,270	\$9.48

# VI. IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

1. All "linkage impacts" discussed in Section III, by CID land use category.
2. Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
3. Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
4. The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

## A. EMPLOYMENT IMPACTS

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space, which are referred to in the Study as CID Land Use Categories. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. The employment impacts are shown in Table 14 on the following page.

T A B L E 1 4

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET (2022\$)**

<b>CID Land Use Category</b>	<b>Square Feet per Employee</b>
<b>Retail and Services</b>	447
<b>Office</b>	286
<b>Research and Development</b>	329
<b>Industrial/Warehouse/Manufacturing</b>	371
<b>Hospital</b>	360
<b>Hotel/Motel</b>	883
<b>Self-Storage</b>	15,552

**B. HOUSEHOLD IMPACTS**

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

1. Households per Employee

The average number of households per employee are calculated based on information obtained from the Census. Based on this information, the total household impacts are 0.5376 households per employee within the School District.

2. Employed Persons Living within the School District

In order to determine the number of employed persons who live within the School District, Cooperative Strategies utilized data from the Census. Based on this data, approximately 21.56 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

3. Propensity to Occupy New Homes

The propensity to occupy new housing within the general area of the School District helps determine the number of employees generated from new homes. Based on data on recent resales and new home sales obtained from CoreLogic, new home sales in the School District were estimated to equal 11.02 percent of the total housing units which experienced occupant turnover between 2020 and 2021.

4. Total Household Impact

In order to determine the Total Household Impact of new residential units, the Study multiplied the average employed persons per household, employed person living within the School District, and the propensity to occupy new homes. This helps determine the number of new employees coming to live and work within the School District produced by new residential development, as shown in Table 15.

T A B L E 1 5

**TOTAL HOUSEHOLD IMPACTS FROM NEW CID**

Household Impact	Factor
<b>Households per Employees</b>	0.5376
<b>Employees Living within the School Districts</b>	21.56%
<b>Households with Employees Working within the School District</b>	<b>0.1159</b>
<b>Propensity to Occupy New Homes</b>	11.02%
<b>Total Household Impacts</b>	<b>0.0128</b>

**C. STUDENT GENERATION IMPACTS**

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

**1. RESIDENTIAL STUDENT GENERATION IMPACTS**

In order to analyze household formation as a result of new CID, the SGRs shown in Table 4 must be blended. To blend the SGRs of the two (2) land uses into a single SGR for each school level, the land uses were weighted in proportion to each type's percentage of the future residential units to be constructed within the School District. Applying these weighting factors yields the following blended SGRs shown in Table 16.

T A B L E 1 6

**BLENDED STUDENT GENERATION RATES**

<b>School Level</b>	<b>Blended Student Generation Rates</b>
<b>Elementary School</b>	0.3215
<b>Intermediate School</b>	0.1753

**2. TOTAL STUDENT GENERATION IMPACTS**

Multiplying total household impacts shown in Table 15 by the blended SGRs shown in Table 16 results in the average student generation impacts. These average student generation impacts are shown by school level in Table 17.

T A B L E 1 7

**AVERAGE STUDENT GENERATION IMPACTS**

<b>School Level</b>	<b>Student Generation Rates</b>	<b>Total Household Impacts</b>	<b>Average Student Generation Impacts</b>
<b>Elementary School</b>	0.3215	0.0128	0.0041
<b>Intermediate School</b>	0.1753	0.0128	0.0022

**D. INTER-DISTRICT TRANSFER IMPACTS**

The Study also evaluates the impact of students attending the School District on an inter-district transfer basis. The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2021/2022 total 68 at the elementary school level and 24 at the intermediate school level. Employment within the School District's area is estimated at 63,447 persons based on employment estimates provided by SCAG. Table 18 shows the inter-district transfer impacts by school level.

T A B L E 1 8

**INTER-DISTRICT TRANSFER IMPACTS**

School Level	Inter-District Transfer Impacts
Elementary School	0.0011
Intermediate School	0.0004

**E. TOTAL STUDENT GENERATION IMPACT**

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 17 are added to the inter-district transfer impacts from Table 18. The resulting total student generation impacts are displayed in Table 19.

T A B L E 1 9

**TOTAL STUDENT GENERATION IMPACTS**

School Level	Average Student Generation Impacts	Inter-District Transfer Impacts	Total Student Generation Impacts
Elementary School	0.0041	0.0011	0.0052
Intermediate School	0.0022	0.0004	0.0026

**F. GROSS SCHOOL FACILITIES COST IMPACTS**

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category.

**1. SCHOOL FACILITIES COSTS PER STUDENT**

The school facilities costs per student are the average cost impact produced by students generated from Future Units. This impact estimate is derived from the school facilities costs (Table 11) divided by the Projected Student Enrollment from Future Units (Table 5) by school level. Multiplying the total student generation impacts by the school facilities costs per student results in the gross school facilities cost impacts shown in Table 20.

T A B L E 2 0

**GROSS SCHOOL FACILITIES COSTS IMPACTS PER STUDENT (2022\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Student
Elementary School	0.0052	\$8,352	\$43.43
Intermediate School	0.0026	\$51,988	\$135.17
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$178.60</b>

**G. FEE REVENUES**

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

**1. RESIDENTIAL REVENUES AND NET SCHOOL FACILITY COSTS**

Residential revenues equal the maximum revenues from residential development associated with each school level. These revenues are derived from a weighted average of (i) the School District's proposed School Fee of \$3.16 per square foot multiplied by the School District's weighted average square footage for residential units of 2,169 square feet.

Based on this calculation, the residential revenues per unit in the School District are estimated to be \$6,854. Multiplying the average student generation impact shown in Table 17 by residential revenues results in the residential revenues per student shown in Table 21.

T A B L E 2 1

**RESIDENTIAL REVENUES PER HOUSEHOLD (2022\$)**

Item	Amount
<b>Revenue per Residential Unit</b>	\$6,854
<b>Total Household Impact</b>	0.0128
<b>Residential Revenue per Household</b>	<b>\$87.73</b>

**2. NET SCHOOL FACILITIES COST IMPACTS**

In order to calculate the net school facilities cost impacts per grade level, the residential revenues shown in Table 21 were subtracted from the gross school facilities cost impacts shown in Table 20. The results are the net school facilities cost impacts that must be funded by CID School Fees, as shown in Table 22.

T A B L E 2 2

**NET SCHOOL FACILITIES COST IMPACTS  
PER HOUSEHOLD (2022\$)**

Item	Amount
<b>Gross School Facilities Cost Impacts per Household</b>	\$178.60
<b>Residential Revenue per Household</b>	\$87.73
<b>Net School Facilities Cost Impacts per Household</b>	<b>\$90.87</b>

**H. JUSTIFICATION OF COMMERCIAL/INDUSTRIAL SCHOOL FEES**

Dividing net school facilities cost impacts shown in Table 22 by total the square feet per employee for each land use category, as shown in Table 14, results in the CID impacts shown in Table 23 on the following page.

T A B L E 2 3

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET**

<b>CID Land Use Category</b>	<b>Net Impact per Household</b>	<b>Square Feet per Employee</b>	<b>Cost Impact per Square Foot Of CID</b>
<b>Retail and Services</b>	\$90.87	447	\$0.203
<b>Office</b>	\$90.87	286	\$0.318
<b>Research and Development</b>	\$90.87	329	\$0.276
<b>Industrial/Warehouse/Manufacturing</b>	\$90.87	371	\$0.245
<b>Hospital</b>	\$90.87	360	\$0.252
<b>Hotel/Motel</b>	\$90.87	883	\$0.103
<b>Self-Storage</b>	\$90.87	15,552	\$0.006

# VII. CONCLUSION

On February 23, 2022, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.08 to \$4.79 per residential building square foot, and from \$0.66 to \$0.78 per CID square foot for unified school districts.

This section summarizes the findings of the Study for new residential and commercial/industrial construction within the School District. In particular, this section summarizes the following:

## 1. RESIDENTIAL FEES

Based on the School District’s fee sharing agreement with OUHSD, the School District can collect 66 percent, or \$3.16 per square foot, for all new Future Units built within its boundaries. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.16 per square foot for all new residential development within its boundaries subject to the limitations under the law.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 24 on new residential construction:

T A B L E 2 4

**MAXIMUM JUSTIFIED STATUTORY RESIDENTIAL FEE PER SQUARE FOOT (2022\$)**

Item	Residential Fee per Square Foot
<b>Single Family Detached</b>	\$3.16
<b>Multifamily Attached</b>	\$3.16

**2. COMMERCIAL/INDUSTRIAL FEES**

Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum the School District can receive from new CID is \$0.515 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table 23, against the maximum CID Fee per square foot as noted above.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 25 on new CID construction:

T A B L E 2 5  
**MAXIMUM JUSTIFIED STATUTORY CID FEE  
PER SQUARE FOOT (2022\$)**

CID Land Use Category	CID Fee per Square Foot
<b>Retail and Services</b>	\$0.203
<b>Office</b>	\$0.318
<b>Research and Development</b>	\$0.276
<b>Industrial/Warehouse/Manufacturing</b>	\$0.245
<b>Hospital</b>	\$0.252
<b>Hotel/Motel</b>	\$0.103
<b>Self-Storage</b>	\$0.006

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**EXHIBIT A**

CURRENT SAB FORM 50-02

STATE OF CALIFORNIA  
**EXISTING SCHOOL BUILDING CAPACITY**

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT  
 OXNARD ELEMENTARY

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

COUNTY  
 VENTURA

HIGH SCHOOL ATTENDANCE AREA (if applicable)

**PART I - Classroom Inventory**     NEW     ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

**PART II - Available Classrooms**

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	452

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

**PART III - Determination of Existing School Building Capacity**

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:  
 I am designated as an authorized district representative by the governing board of the district; and,  
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).  
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

*Richard Duarte*

DATE

2/21/01

**EXHIBIT B**

UPDATED SCHOOL FACILITIES CAPACITY  
CALCULATION

**Oxnard School District**  
**School Facilities Capacity Calculation**

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
50/72538-00-013	Lemondwood Elementary	575	351
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>16,941</b>	<b>3,915</b>

# EXHIBIT C

## ADJUSTED SCHOOL FACILITIES CAPACITY CALCULATION

## Oxnard School District

### Adjusted School Facilities Capacity Calculation

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
N/A	Harrington Elementary Reconstruction	(650)	0
50/72538-00-013	Lemondwood Elementary	575	351
N/A	Lemondwood Elementary Reconstruction	(1,000)	0
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
N/A	Elm Street Elementary Reconstruction	(775)	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
N/A	McKinna Elementary Reconstruction	(800)	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>13,716</b>	<b>3,915</b>

# EXHIBIT D

## UPDATED SCHOOL FACILITIES COST ESTIMATES

**Oxnard School District**  
**Summary of Estimated Costs**  
**Middle School**  
**March 2022**

<b>A. Site</b>			<b>\$12,374,726</b>
	Purchase Price of Property		\$12,374,726
		Acres <sup>[1]</sup> :	28.8
		Cost/Acre:	\$429,678
<b>B. Plans</b>			<b>\$4,860,600</b>
	Architect's Fee		\$4,387,500
	Preliminary Tests		\$45,000
	DSA/SDE Plan Check		\$395,600
	Energy Fee Analysis		\$25,000
	Other		\$7,500
<b>C. Construction</b>			<b>\$84,000,000</b>
	(Includes Construction, Site Development, General Site Development, and Technology)		
	Square Feet / Student		100
	Cost / Square Feet		\$700
<b>D. Tests</b>			<b>\$180,000</b>
<b>E. Inspection</b>			<b>\$324,000</b>
	(\$12,000 per month for 18 months x 1.5 inspectors)		
<b>F. Furniture and Equipment</b>			<b>\$1,195,200</b>
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)		
<b>G. Contingency</b>			<b>\$1,546,018</b>
	(\$2,000 + 1.5% of items A-F)		
<b>H. Items Not Funded by the State</b>			<b>\$4,988,151</b>
	Technology (5% of Construction)		\$4,200,000
	Library Books (8 books/student @ \$20)		\$192,000
	Landscaping (\$0.44/sq. ft. x 28.8 acres)		\$551,992
	Landscape Architect Fees (8% of Landscaping)		\$44,159
<b>I. Total Estimated Cost</b>			<b>\$109,468,695</b>
		<b>Summary</b>	
	School Facilities Capacity - Traditional Calendar		1,200
	School Facilities Cost per Student - Traditional Calendar		\$91,224

**RESOLUTION NO. 21-26**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO ADOPT THE RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT SCHOOL FEE JUSTIFICATION STUDY PERFORMED FOR OXNARD SCHOOL DISTRICT BY COOPERATIVE STRATEGIES PURSUANT TO GOVERNMENT CODE SECTION 66016.5**

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("School District") provides for the educational needs for K-8 students within portions of the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County"); and

WHEREAS, the State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$4.79 per square foot for assessable space of residential development and \$0.78 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Oxnard Union High School District have entered into an agreement whereby the School District is to receive sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has authorized, received and considered a study performed by Cooperative Strategies entitled "Residential And Commercial/Industrial Development School Fee Justification Study" prepared for Oxnard School District ("Study"), which Study include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of

the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Study pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the Study have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the Study.

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

**Section 1.** That the Board accepts and adopts the Study.

APPROVED, ADOPTED, AND SIGNED ON APRIL 20, 2022

BOARD OF TRUSTEES OF THE OXNARD  
SCHOOL DISTRICT

By:

\_\_\_\_\_  
President of the Board of Trustees of  
the Oxnard School District

ATTEST:

By:

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA            )

I, Jarely Lopez, do hereby certify that the foregoing Resolution No. 21-26 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 20<sup>th</sup> day of April, 2022, and that it was so adopted by the following vote:

AYES:            \_\_\_

NOES:            \_\_\_

ABSTAIN:        \_\_\_

ABSENT:         \_\_\_

---

Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA         )

I, Jarely Lopez, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_ which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 20<sup>th</sup> day of April, 2022.

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Clerk of the Board of Trustees of the  
Oxnard School District

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section B: Hearing

**Conduct Public Hearing and Consider Adoption of Resolution #21-27 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Mitchell) (Hearing & Action Item)**

---

The State Board of Allocation ("SAB") increased the maximum amounts of statutory school fees ("School Fee") per residential building square foot that may be levied for schools ("Level 1 Fees") from \$4.08 to \$4.79 per square foot for assessable space of residential development and from \$0.66 to \$0.78 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development for unified school districts. Based on the School District's fee sharing agreement with the Oxnard Union High School District, the School District can collect sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995.

To determine the extent to which a nexus can be established in the School District between residential and commercial/industrial development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amounts of Level 1 Fees that may be levied for schools, the District has previously retained the services of Cooperative Strategies to prepare the Residential and Commercial/Industrial Development School Fee Justification Study ("Study"). Pursuant to the State law and based on information contained in the Study, the District is fully justified in levying sixty-six percent (66%) of the maximum Level 1 Fee amounts, or \$3.18 per square foot for all new residential development, as well as the following fees:

Retail and Services	\$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

The Study was available for public review from April 8 to 20, 2022.

**FISCAL IMPACT:**

Increase in the Level I fee to \$3.18 per square foot for all new residential development and up to \$0.318 per square foot for all new commercial/industrial development.

**RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution No. 21-27, increasing the statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620, in order for the District's Level 1 Fees to become effective on June 20, 2022, 60 days after the adoption date at the public hearing.

**ADDITIONAL MATERIALS:**

- Attached:** [Residential and Commercial/Industrial Development School Fee Justification Study \(49 pages\)](#)
- [Resolution #21-27 \(9 pages\)](#)



► **RESIDENTIAL AND  
COMMERCIAL/INDUSTRIAL  
DEVELOPMENT SCHOOL FEE JUSTIFICATION  
STUDY**

OXNARD SCHOOL DISTRICT

**MARCH \_\_, 2022**

**Prepared For:**

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
805.385.1501

**Prepared By:**

Cooperative Strategies  
2855 Michelle Drive, Suite 230  
Irvine, CA 92606  
844.654.2421



**COOPERATIVE  
STRATEGIES**  
ASSESS • PLAN • FUND • BUILD

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### EXHIBITS

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**EXHIBIT A:**

Current SAB Form 50-02

**EXHIBIT B:**

Updated School Facilities Capacity Calculation

**EXHIBIT C:**

Adjusted School Facilities Capacity Calculation

**EXHIBIT D:**

Updated School Facilities Cost Estimates

## EXECUTIVE SUMMARY

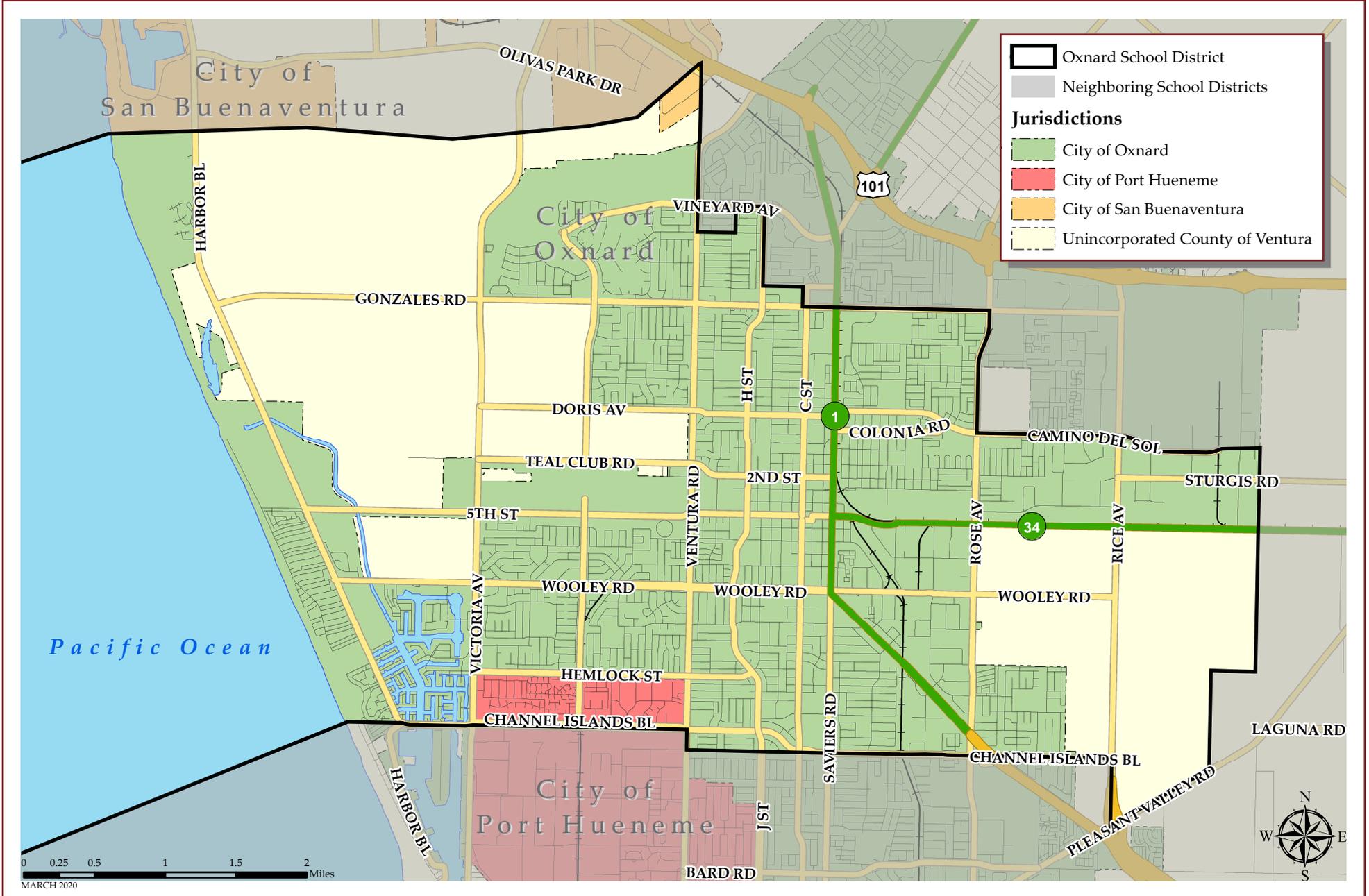
This Residential and Commercial/Industrial Development School Fee Justification Study ("Study") is intended to determine the extent to which a nexus can be established in the Oxnard School District ("School District") between residential and commercial/industrial ("CID") development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of statutory school fees ("School Fees") per residential and CID building square foot that may be levied for schools pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code, Assembly Bill ("AB") 181, and subdivision (e) of Section 17621 of the Education Code

The School District provides education to students in grades transitional kindergarten ("TK") through 8 residing within portions of the cities of Oxnard, Port Hueneme, and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County") (please see map on following page for a geographic profile of the School District). Collectively, the School District's school facilities in school year 2021/2022 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. Of these 20,856 seats, 16,941 are at the elementary school level (i.e., grades kindergarten through 5) and 3,915 are at the intermediate school level (i.e., grades 6 through 8). This capacity includes seats from all new school facility construction projects funded by the State of California ("State"), and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Based on data provided by the School District, student enrollment is 14,381 in school year 2021/2022. Comparing student enrollment to facilities capacity reveals that facilities capacity exceeds student enrollment at both school levels in school year 2021/2022 (please see Section IV for more information on student enrollment and facilities capacity).

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 ("SCAG") approximately 8,199 additional residential units are expected be constructed within the School District's boundaries through calendar year 2035 ("Future Units"). Of these 7,067 Future Units, 4,452 are expected to be single family detached ("SFD") and 2,615 are expected to be multi-family attached ("MFA") units.

# OXNARD SCHOOL DISTRICT

# GEOGRAPHIC PROFILE



	Oxnard School District
	Neighboring School Districts
<b>Jurisdictions</b>	
	City of Oxnard
	City of Port Hueneme
	City of San Buenaventura
	Unincorporated County of Ventura

To determine the impact on the School District from Future Units, the Study first multiplied the number of Future Units by the student generation rates ("SGRs") to determine the projected student enrollment from Future Units. The results were that 700 unhoused intermediate school students are anticipated to be generated from Future Units. These numbers include a reduction of the number of students projected to be housed by existing excess seats ("Projected Unhoused Students").

To adequately house the Projected Unhoused Students, the School District will need to construct new intermediate school facilities. Using design capacities of 1,200 students per intermediate school, the School District will need to construct one (1) new intermediate school to accommodate the Projected Unhoused Students from the Future Units projected to be constructed at this time. Based on school facility cost estimates prepared by Cooperative Strategies, an intermediate school is projected to cost \$109,468,695. Additionally, the School District will also need to reconstruct and modernize its existing elementary school facilities. Based on modernization costs provided by the School District, Cooperative Strategies estimates a modernization cost \$8,352 per seat at the elementary school level.

In addition to the school facilities cost impacts, the School District will experience Central Administrative and Support Facilities cost impacts. In January 1994, the State Allocation Board ("SAB") approved a policy of four (4) square feet of Central Administrative and Support Facilities per student, which based on School District cost estimates equates to a per-student cost of \$800. Multiplying these costs by the facilities needed and the students generated yielded the total school facilities cost impacts shown in Table ES-1.

T A B L E E S - 1

**TOTAL SCHOOL FACILITIES COST IMPACTS (2022\$)**

<b>School Levels</b>	<b>Cost Per Facility/Student</b>	<b>Facilities Required/Students Generated</b>	<b>Total School Facilities Cost Impacts</b>
<b>Intermediate School</b>	\$109,468,695	0.5833	\$63,853,090
<b>Central Admin Impacts</b>	\$800	700	\$560,000
<b>ES Modernization</b>	\$8,352	2,272	\$18,975,744
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$83,388,834</b>

The amounts listed in Table ES-1 were apportioned to each land use class based on the number of students generated from such residential land use. Thereafter, the school facilities cost impacts for each land use class were divided by the number of Future Units to calculate the school facilities cost impacts per residential unit. Table ES-2 lists the school facilities cost impacts per residential unit.

T A B L E E S - 2

**TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT (2022\$)**

<b>Land Use</b>	<b>Total School Facilities Cost Impacts</b>	<b>Future Units</b>	<b>School Facilities Cost Impacts per Residential Unit</b>
<b>Single Family Detached</b>	\$51,904,532	4,452	\$11,659
<b>Multi-Family Attached</b>	\$31,484,302	2,615	\$12,040

To determine the school facilities cost impacts per square foot of residential construction, the school facilities cost impacts per unit were divided by the average square footage of a residential unit in each land use class. Table ES-3 lists the school facilities cost impacts per average residential square foot.

T A B L E E S - 3

**TOTAL SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2022\$)**

<b>Land Use</b>	<b>School Facilities Cost Impacts per Future Units</b>	<b>Average Square Footage</b>	<b>School Facilities Cost Impacts per Residential Square Foot</b>
<b>Single Family Detached</b>	\$11,659	2,697	\$4.32
<b>Multi-Family Attached</b>	\$12,040	1,270	\$9.48

To determine the commercial/industrial School Fee levels that satisfy the rigorous nexus requirements of AB 181, the Study divides commercial/industrial development ("CID") into seven (7) land use categories: retail and services, office, research and development, industrial/warehouse/ manufacturing, hospital, hotel/motel, and self-storage. The employment impacts of each of these land uses, in terms of the number of employees per 1,000 square feet of building space, are based on information from the San Diego Association of Governments ("SANDAG") pursuant to Section 17621 (e)(1)(B) of the Education Code. These employee impacts are shown in Table ES-4.

T A B L E E S - 4

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET CID**

<b>CID Land Use Category</b>	<b>Square Feet per Employee</b>	<b>Employees per 1,000 Square Feet</b>
<b>Retail and Service</b>	447	2.2371
<b>Office</b>	286	3.4965
<b>Research and Development</b>	329	3.0395
<b>Industrial/Warehouse/Manufacturing</b>	371	2.6954
<b>Hospital</b>	360	2.7778
<b>Hotel/Motel</b>	883	1.1325
<b>Self-Storage</b>	15,552	0.0643

Additional data from SCAG, the U.S. Bureau of Census ("Census"), and CoreLogic provide a basis for estimating net school district household impacts. This number includes only those households occupying new housing units within the School District, as opposed to existing units whose previous occupants may have included school-aged children. Multiplying net school district households by (i) the number of students per household and (ii) total school facilities costs per student, results in estimates of school facilities cost impacts. Collectively, this calculation represents the total school facilities cost impacts per 1,000 square feet of commercial/industrial floor space, expressed in 2022 dollars. These results are summarized in Table ES-5 on the following page.

T A B L E E S - 5

**GROSS SCHOOL FACILITIES COSTS IMPACTS PER HOUSEHOLD (2022\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Unit
Elementary School	0.0052	\$8,352	\$43.43
Intermediate School	0.0026	\$51,988	\$135.17
<b>Impact per Household</b>	<b>N/A</b>	<b>N/A</b>	<b>\$178.60</b>

The revenue component of the Study estimates the potential fee revenues generated by CID, including residential fees paid by CID related households, as well as CID School Fees. CID related residential revenues are calculated based on the proposed residential School Fee of \$3.16 per square foot, justified in this Study. The residential revenues per household are then subtracted from the impact per household listed above. This results in net impact per household, as summarized in Table ES-6.

T A B L E E S - 6

**NET SCHOOL FACILITIES COST IMPACTS PER HOUSEHOLD (2022\$)**

Item	Amount
Impact per Household	\$178.60
Residential Revenue Per Household	\$87.73
<b>Net School Facilities Cost Impacts Per Household</b>	<b>\$90.87</b>

The net impact per household is then divided by the appropriate square feet per employee for each of the seven (7) CID land use categories to determine the cost impact per square foot of CID for each CID category, as shown in Table ES-7 on the following page.

TABLE ES - 7

**NET SCHOOL FACILITIES COST IMPACTS  
PER SQUARE FOOT (2022\$)**

<b>School Level</b>	<b>Net Impact per Household</b>	<b>Square Feet per Employee</b>	<b>Cost Impact per Square Foot Of CID</b>
<b>Retail and Services</b>	\$90.87	447	\$0.203
<b>Office</b>	\$90.87	286	\$0.318
<b>Research and Development</b>	\$90.87	329	\$0.276
<b>Industrial/Warehouse/Manufacturing</b>	\$90.87	371	\$0.245
<b>Hospital</b>	\$90.87	360	\$0.252
<b>Hotel/Motel</b>	\$90.87	883	\$0.103
<b>Self-Storage</b>	\$90.87	15,552	\$0.006

On February 23, 2022, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.08 to \$4.79 per residential building square foot, and from \$0.66 to \$0.78 per CID square foot for unified school districts.

As shown in Table ES-3, the impact per residential square foot exceeds the maximum residential School Fee per square foot and, therefore, School Fees would provide for less than 100 percent of the school facilities cost impacts. Based on the School District's fee sharing agreement with the Oxnard Union High School District ("OUHSD"), the School District can collect 66 percent, or \$3.16 per square foot, for all new Future Units built within its boundaries. Since the School District's share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.16 per square foot for all new residential development within its boundaries subject to the limitations under the law.

Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table ES-7, against the maximum CID Fee per square foot as noted above. As shown in Table ES-8 on the following page, the School District is justified in levying:

T A B L E E S - 8

**MAXIMUM SCHOOL FEE PER SQUARE FOOT OF CID**

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

# I. INTRODUCTION

Senate Bill ("SB") 50, which Governor Wilson signed on August 27, 1998, was enacted on November 4, 1998, following the approval of Proposition 1A by the voters of the State in the general election on November 3, 1998. SB 50 includes provisions for the following:

- 1. Issuance of State general obligation bonds in an amount not to exceed \$9.2 billion;
- 2. Reformation of the State School Building Program; and
- 3. Reformation of the School Fee mitigation payment collection procedure.

Additionally, Assembly Bill ("AB") 16, which Governor Davis signed on April 26, 2002, was enacted following the approval of Proposition 47 ("Prop 47") by the voters of the State in the general election on November 5, 2002. Prop 47 includes the authorization for issuance of State general obligation bonds in the amount of \$13.05 billion, and AB 16 provides for additional reformation of the State School Building Program into the School Facilities Program. On March 2, 2004, the voters of the State approved Proposition 55 ("Prop 55"). Prop 55 includes the authorization for the additional issuance of State general obligation bonds in the amount of \$12.3 billion. Finally AB 127, which Governor Schwarzenegger signed on May 20, 2006, was enacted following the approval of Proposition 1D ("Prop 1D") by the voters of the State in the general election of November 7, 2006. Prop 1D includes the authorization for the issuance of State general obligation bonds in the amount of \$10.4 billion. On November 8, 2016, the voters of the State approved Proposition 51 ("Prop 51"). Prop 51 includes the authorization for the issuance of State general obligation bonds in the amount of \$9 billion.

The Mira-Hart-Murrieta Decisions, which formerly permitted school districts to seek mitigation payments in excess of School Fees under certain circumstances, are suspended by AB 127. In lieu of the powers granted by the Mira-Hart-Murrieta Decisions, SB 50 and subsequent legislation provide school districts with an alternative School Fee collection procedure that, subject to certain conditions, authorizes school districts to collect Alternative Fees on residential developments. However, not all school districts will qualify to charge Alternative Fees.

Therefore, school districts must still rely on School Fees as a funding source for school facilities required by new development. However, before a school district can levy School Fees on new development, State law requires that certain nexus findings must be made and documented. The objective of this Study is to provide a rigorous basis for such findings.

## II. LEGISLATION

State legislation, specifically AB 2926 and AB 1600, provides guidelines, procedures, and restrictions on the levy of School Fees for school facilities. Certain provisions of this legislation and history are summarized below:

### A. AB 2926

AB 2926 was enacted by the State in 1986. Among other things, AB 2926 added various sections to the Government Code which authorize school districts to levy School Fees on new residential and commercial/industrial developments in order to pay for school facilities. In addition, AB 2926 provides for the following:

1. No city or county can issue a building permit for a development project unless such School Fees have been paid.
2. School Fees for commercial/industrial development must be supported by the finding that such School Fees "are reasonably related and limited to the needs for schools caused by the development."
3. School Fees for 1987 were limited to \$1.50 per square foot on new residential construction and \$0.25 per square foot for new commercial/industrial construction.
4. Every year, School Fees are subject to annual increases based on the Statewide cost index for Class B construction, as determined by the SAB at its January meeting (This provision was changed to every other year by AB181).

The provisions of AB 2926 have since been expanded and revised by AB 1600.

### B. AB 1600

AB 1600, which created Sections 66000 et seq. of the Government Code, was enacted by the State in 1987. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of approval for a development project.

1. Determine the purpose of the fee.
2. Identify the facilities to which the fee will be put.

3. Determine that there is a reasonable relationship between the need for public facilities and the type of development on which a fee is imposed.
4. Determine that there is a reasonable relationship between the amount of the fee and the public facility or portion of the public facility attributable to the development on which the fee is imposed.
5. Provide an annual accounting of any portion of the fee remaining unexpended, whether committed or uncommitted, in the School District's accounts five or more years after it was collected.

In other words, AB 1600 limits the ability of a school district to levy School Fees unless (i) there is a need for the School Fee revenues generated and (ii) there is a nexus or relationship between the need for School Fee revenues and the type of development project on which the School Fee is imposed. (The requirements of AB 1600 were clarified with the passage in 2006 of AB 2751, which codifies the findings of *Shapell Industries vs. Milpitas Unified School District*.) The Study will provide information necessary to establish such a nexus between School Fees and residential development.

**C. AB 181**

AB 181, enacted by the State in 1989, made significant changes in several State Codes, including Sections 53080 et seq. of the Government Code which was re-codified as Sections 17620 et seq. of the Education Code on January 1, 1998. Changes in Section 53080 included additional requirements and procedures for imposing School Fees and other conditions on new development. Specifically, AB 181 imposes more stringent nexus requirements on school districts that wish to levy School Fees on CID, as follows:

1. In order to levy a School Fee on CID, a formal study must be conducted to determine the impact of "the increased number of employees anticipated to result" from new CID on the "cost of providing school facilities within the School District".
2. Only that portion of the School Fee justified by the "nexus findings" contained in this study may be levied. Nexus findings must be made on an individual project basis or on the basis of categories of CID and must "utilize employee generation estimates that are based on commercial/industrial factors within the school district."

Categories to be evaluated may include, but are not limited to, office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse uses.

- 3. Starting in 1990, maximum School Fees for residential and CID will be subject to increases every two (2) years rather than annually.
- 4. An appeals procedure shall be established whereby the levy of School Fees on a commercial/industrial project may be appealed to the governing board of a school district. Grounds for an appeal must include, but are not limited to, improper project classification by commercial/industrial category, or the application of improper or inaccurate employee or student generation factors to the project.

In summary, AB 181 establishes additional requirements which must be satisfied by school districts prior to their levying School Fees on CID.

### III. METHODOLOGY OF STUDY

Cooperative Strategies is projecting an increase in student enrollment attributable to new development in future years. This projected growth will create a demand for new school facilities to be constructed within the School District and the need to incur significant school facilities costs to meet that demand. As a result, the School District has determined that School Fees should be levied on new development projects. The objective of the Study is to provide a basis for such findings consistent with the requirements of AB 2926, AB 1600, AB 1818, and the provisions of Section 66001 of the Government Code.

#### A. RESIDENTIAL METHODOLOGY

Cooperative Strategies has determined that School Fees must be levied on new residential projects, if findings can be made that such projects will lead to higher student enrollment and increased facilities costs. In order to evaluate the existence of a nexus, the Study identifies and analyzes the various connections or linkages between residential development and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of School Fees that can justifiably be levied. The primary linkages identified include the following:

1. Housing projections - The number of future residential units to be constructed within the boundaries of the School District.
2. Student generation - The number of students generated from a residential unit within the School District.
3. Facility requirements - The number of new school facilities required to house students generated from new residential units
4. School facilities cost impacts - The costs to the School District associated with the construction of new school facilities.
5. School Fee requirements – The School District's need to levy School Fees to cover the cost of new school facilities.

The above linkages result in a series of impacts which (i) connect new residential development with increased school facilities costs and (ii) connect School Fees per residential building square foot with increased facilities costs.

**B. COMMERCIAL/INDUSTRIAL METHODOLOGY**

Cooperative Strategies has also determined that School Fees must be levied on new CID projects. In order to determine the nexus relationships identified in AB 181, the Study analyzes the various linkages between CID and (i) the need for school facilities, (ii) the cost of school facilities, and (iii) the amount of the School Fee that can justifiably be levied. The primary connections or linkages include the following:

1. Job creation (i.e., new CID within the School District creates new jobs);
2. Household formation (i.e., job creation within the School District leads to the formation of new households in the School District);
3. Student generation (i.e., household formation within the School District generates new students);
4. Facilities requirements (i.e., student generation within the School District leads to the need to incur additional costs for new school facilities); and
5. School Fee requirements (i.e., additional costs for new school facilities within the School District leads to the need to levy School Fees for new development).

The above linkages result in a series of impacts which (i) connect new CID with increased school facilities costs and (ii) connect increased school facilities costs with School Fees on CID buildings. These impacts are identified for different CID land use categories, based on a "prototypical unit" of 1,000 square feet of new commercial or industrial floor space for each category. These "linkage impacts" include five (5) major types:

1. Employment Impacts
2. Household Impacts
3. Student Generation Impacts
4. School Facilities Cost Impacts
5. Fee Revenues

The nature and components of these impacts are summarized in Section III.C, along with the key assumptions and data sources used in estimating their magnitude.

Analysis of the first four (4) linkage impacts provides an estimate of the gross school facilities cost impacts per 1,000 square feet of floor space for each CID category. Analysis and comparison of all five (5) impacts provide an estimate of (i) net school facilities cost impacts (i.e., gross school facilities cost impacts minus residential revenues) per 1,000 square feet of CID floor space and (ii) the maximum commercial/industrial School Fee that can be justified.

**C. COMMERCIAL/INDUSTRIAL LAND USE CATEGORIES**

Linkage impacts are analyzed for the following CID land use categories:

- 1. Retail and Services
- 2. Office
- 3. Research and Development
- 4. Industrial/Warehouse/Manufacturing
- 5. Hospital
- 6. Hotel/Motel
- 7. Self-Storage

**RETAIL AND SERVICES**

The retail and services category includes commercial establishments which sell general merchandise, building materials, hard goods, apparel, and other items and services to consumers. Additional establishments in the retail and services category include nurseries, discount stores, restaurants, entertainment theme parks, new/used car sales facilities, service stations, supermarkets, banks, real estate sales offices, and similar uses.

**OFFICE**

A general office building houses one (1) or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building or buildings may be limited to one (1) tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and service retail and services facilities. There may be large amounts of space used for file storage or data processing.

The office category may also include medical offices that provide diagnoses and outpatient care on a routine basis, but which are unable to provide prolonged in-house medical/surgical care. A medical office is generally operated by either a single private physician or a group of doctors.

**RESEARCH AND DEVELOPMENT**

Research and development facilities are those primarily associated with the application of scientific research to the development of high technology products. Areas of concentration include materials, science, computer, electronic, and telecommunications products. Facilities may also contain offices and fabrication areas. Activities performed range from pure research to product development, testing, assembly, and distribution.

**INDUSTRIAL/WAREHOUSE/MANUFACTURING**

Warehouses are facilities that are primarily devoted to the storage of materials. They may also include office and maintenance areas. This category also includes buildings in which a storage unit or vault is rented for the storage of goods.

Manufacturing facilities are building structures where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to actual production of goods, manufacturing facilities generally have office, warehouse, research and associated functions. This category includes light industrial facilities such as printing plants, material testing laboratories, assemblers of data processing equipment, and power stations.

**HOSPITAL**

Hospital refers to any institution where medical or surgical care is given to non-ambulatory and ambulatory patients. The term does not however, refer to medical clinics (facilities that provide diagnoses and outpatient care only) or to nursing homes (facilities devoted to the care of persons unable to care for themselves).

**HOTEL/MOTEL**

Hotels and motels are commercial establishments primarily engaged in providing lodging, or lodging and meals, for the general public. As defined by Government Code Section 65995(d), the hotel/motel category includes, but is not limited to, any hotel, motel, inn, tourist home, or other lodging for which the maximum term of occupancy does not exceed 30 days.

It does not, however, include any residential hotel as defined by Section 50519(b)(1) of the Health and Safety Code.

**SELF-STORAGE**

This category includes buildings in which a storage unit or vault is rented for the storage of goods and/or personal materials. This category may also include office areas associated with storage.

Note that CID land use categories may include different industry types. For example, firms in the transportation, communications, or utilities industries may be classified in up to six (6) of the seven (7) land use categories shown above. Similarly, retail firms may also occupy office or industrial space (e.g., for corporate headquarters or warehousing) and manufacturing firms may occupy retail space (e.g., factory retail outlets). In evaluating any given project, the School District should assign the project to whichever CID category is the predominant use within the project.

# IV. FACILITIES CAPACITY AND STUDENT ENROLLMENT

In order to determine whether the School District's existing school facilities contain excess capacity to house students generated by new residential and CID development, school year 2021/2022 student enrollment and school facilities capacity of the School District were evaluated.

Collectively, the School District's school facilities in school year 2021/2022 have a capacity of 20,856 students per Section 17071.10(a) of the Education Code. This capacity includes seats from all new school facility construction projects funded by the State and teaching stations purchased by the School District without State funding (see Exhibit A for SAB Form 50-02 and Exhibit B for an updated school facilities capacity calculation). Of these 20,856 existing seats, 16,941 are at the elementary school level and 3,915 are at the intermediate school level. (The school level configuration of the School District has been altered to be consistent with the SAB Form 50-02.) The enrollment of the School District in school year 2021/2022 is 14,381 students. As shown in Table 1, the School District's facilities capacity exceeds student enrollment at the elementary school level while student enrollment exceeds facilities capacity at the intermediate school level in school year 2021/2022.

T A B L E 1

### EXISTING SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT

School Level	2021/2022 Facilities Capacity	2021/2022 Student Enrollment	Excess/ (Shortage) Capacity
Elementary School (Grades K-5)	16,941	11,005	5,936
Intermediate School (Grades 6-8)	3,915	3,376	539
<b>Total</b>	<b>20,856</b>	<b>14,381</b>	<b>6,475</b>

The capacities identified in Table 1 include seats from school facility reconstruction projects for which State funding applications have been submitted to the Office of Public School Construction ("OPSC") and have been completed or will be completed by the completion of this Study, based on the per-pupil grant amounts submitted for each project.

However, due to the fact that these applications are for the reconstruction of existing school facilities whose capacities are included in the School District’s SAB Form 50-02 (Exhibit A), Cooperative Strategies evaluated the original classroom inventories of reconstructed school facilities and removed those classrooms from the capacity calculation by multiplying the number of classrooms removed by the applicable State loading standards. Based on this calculation, it was determined that the elementary school capacity consists of 13,716 seats and intermediate school capacity consists of 3,915 seats (see Exhibit C for the adjusted school facilities capacity calculation). As shown in Table 2, the adjusted facilities capacity exceeds student enrollment at both school levels in school year 2021/2022.

T A B L E 2

**ADJUSTED SCHOOL FACILITIES CAPACITY AND STUDENT ENROLLMENT**

<b>School Level</b>	<b>2021/2022 Facilities Capacity</b>	<b>2021/2022 Student Enrollment</b>	<b>Excess/ (Shortage) Capacity</b>
<b>Elementary School (Grades K-5)</b>	13,716	11,005	2,711
<b>Intermediate School (Grades 6-8)</b>	3,915	3,376	539
<b>Total</b>	<b>17,631</b>	<b>14,381</b>	<b>3,250</b>

As indicated in Table 1, 2,711 elementary school seats and 539 intermediate school seats are available to house students generated from Future Units. These surplus seats will be addressed in Section V on the following page.

# V. IMPACT OF RESIDENTIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

As discussed in Section III, the objective of the Study is to determine the appropriateness of the imposition of a School Fee to finance school facilities necessitated by students to be generated from new residential development. Section III outlined the methodology which was employed in the Study to meet that objective. Section V is a step-by-step presentation of the results of the analysis.

## A. PROJECTED RESIDENTIAL DEVELOPMENT WITHIN THE SCHOOL DISTRICT

The initial step in developing a nexus as required by AB 2926 and AB 1600 is to determine the number of Future Units to be constructed within the School District's boundaries. Based on information provided by SCAG, the School District expects the construction of approximately 7,067 Future Units through calendar year 2035. Of these 7,067 Future Units, 4,452 are expected to be SFD units and 2,615 are expected to be MFA units. Table 3 distinguishes Future Units by land use.

T A B L E 3  
FUTURE UNITS

Land Uses	Total Future Units
Single Family Detached	4,452
Multi-Family Attached	2,615
<b>Total Units</b>	<b>7,067</b>

## B. RECONSTRUCTION

Reconstruction is the act of replacing existing structures with new construction, which may have an alternative land use (i.e., commercial/industrial versus residential) or may consist of different residential unit types (i.e., SFD versus MFA, etc.).

**B1. RESIDENTIAL RECONSTRUCTION**

Residential Reconstruction consists of voluntarily demolishing existing residential units and replacing them with new residential development. To the extent Reconstruction increases the residential square footage beyond what was demolished ("New Square Footage"), the increase in square footage is subject to the applicable School Fee as such construction is considered new residential development. As for the amount of square footage constructed that replaces only the previously constructed square footage ("Replacement Square Footage"), the determination of the applicable fee, if any, is subject to a showing that the Replacement Square Footage results in an increase in student enrollment and, therefore, an additional impact being placed on the School District to provide school facilities for new student enrollment.

Prior to the imposition of fees on Replacement Square Footage, the School District shall undertake an analysis on any future proposed projects(s) to examine the extent to which an increase in enrollment can be expected from Replacement Square Footage due to any differential in SGRs as identified in the Study for the applicable unit types between existing square footage and Replacement Square Footage. Any such fee that is calculated for the Replacement Square Footage shall not exceed the School Fee that is in effect at such time.

**B2. RECONSTRUCTION OF COMMERCIAL/INDUSTRIAL CONSTRUCTION INTO RESIDENTIAL CONSTRUCTION**

The voluntary demolition of existing commercial/industrial buildings and replacement of them with new residential development is a different category of Reconstruction. Cooperative Strategies is aware that such types of Reconstruction may occur within the School District in the future, however, Cooperative Strategies was unable to find information (i) about the amount planned within the School District in the future or (ii) historical levels, which might indicate the amount to be expected in the future. Due to the lack of information, the School District has decided to evaluate the impacts of Commercial/Industrial Reconstruction projects on a case-by-case basis and will make a determination of whether a fee credit is justified based on the nature of the project.

**C. STUDENT GENERATION RATES PER RESIDENTIAL UNIT**

In order to analyze the impact on the School District’s student enrollment from Future Units, Cooperative Strategies utilized SGRs documented in the School District’s Analysis. These SGRs are shown in Table 4.

**T A B L E 4  
STUDENT GENERATION RATES**

<b>School Levels</b>	<b>Single Family Detached Units</b>	<b>Multi-Family Attached Units</b>
<b>Elementary School</b>	0.3218	0.3210
<b>Intermediate School</b>	0.1727	0.1796
<b>Total</b>	<b>0.4945</b>	<b>0.5006</b>

**D. SCHOOL DISTRICT FACILITIES REQUIREMENTS**

By multiplying the Future Units as listed in Table 3 by the SGRs identified in Table 4, the Study determined the projected number of new students to be generated from Future Units. The Projected Student Enrollment by school level is shown in Table 5.

**T A B L E 5  
PROJECTED STUDENT ENROLLMENT FROM FUTURE UNITS**

<b>School Level</b>	<b>Projected Student Enrollment from Future SFD Units</b>	<b>Projected Student Enrollment from Future MFA Units</b>	<b>Projected Student Enrollment from Future Units</b>
<b>Elementary School</b>	1,433	839	2,272
<b>Intermediate School</b>	769	470	1,239
<b>Total</b>	<b>2,202</b>	<b>1,309</b>	<b>3,511</b>

As indicated in Section IV, 2,711 surplus elementary school seats and 539 surplus intermediate school seats are available to accommodate the Projected Student Enrollment. Therefore, the Projected Unhoused Students are less than the Projected Student Enrollment at both school levels. Table 6 shows Projected Unhoused Students for the School District.

T A B L E 6

**PROJECTED UNHOUSED STUDENTS FROM FUTURE UNITS**

School Levels	Projected Students from Future Units	Surplus Seats	Projected Unhoused Students
Elementary School	2,272	2,711	0
Intermediate School	1,239	539	700
<b>Total</b>	<b>3,511</b>	<b>3,250</b>	<b>700</b>

To determine the number of intermediate school facilities necessary to adequately house the Projected Unhoused Students, Cooperative Strategies divided the Projected Unhoused Students by the estimated school facilities capacity at each school level, as provided by the School District. The additional school facilities requirements are identified in Table 7.

T A B L E 7

**ADDITIONAL SCHOOL FACILITIES FOR PROJECTED UNHOUSED STUDENTS**

School Levels	Projected Unhoused Students	Estimated Facilities Capacity	Additional Facilities Needed
Intermediate School	700	1,200	0.5833

**E. SCHOOL DISTRICT FACILITIES COSTS**

School facilities cost estimates at the intermediate school levels were prepared by Cooperative Strategies. The school facilities costs represent the full cost of site development, construction, furniture and equipment, as well as technology. It must be noted that the facilities costs are in 2022 dollars and do not include interest costs associated with debt incurred to finance the construction of facilities. The estimated site acquisition and facility construction costs by school level are shown in Table 8 while the costs for each component of the school facilities construction are listed in Exhibit E.

T A B L E 8

**ESTIMATED SCHOOL FACILITIES COSTS (2022\$)**

<b>School Levels</b>	<b>Site Acquisition Costs</b>	<b>Facility Construction Cost</b>	<b>Estimated Total Cost per Facility</b>
<b>Intermediate School</b>	\$12,374,726	\$97,093,969	\$109,468,695

As mentioned in Section IV, due to the age of the existing school facilities and their current state, the School District will need to perform significant reconstruction and modernization at all school levels in order to adequately serve students in the future.

In order to determine the reconstruction impact of students generated from Future Units, Cooperative Strategies divided total reconstruction cost estimates by the total numbers of students expected to utilize the School District’s facilities through built out. Based on cost estimates provided by the School District, reconstruction and modernization of the School District’s facilities will have an estimated total cost of \$114,552,598. Only the proportion of reconstruction costs attributable to the projected student enrollment expected to occupy the available capacity is used to calculate the School Fees. In order to determine the reconstruction impact of students generated from Future Units, Cooperative Strategies divided total reconstruction cost estimates by the total capacity for each school to be modernized.

Based on cost information provided by the School District, Cooperative Strategies estimates reconstruction and modernization costs to be \$8,352 per elementary school seat. Table 9 illustrates the total facilities reconstruction cost per student.

T A B L E 9

**ESTIMATED SCHOOL FACILITIES COSTS (2022\$)**

<b>School Levels</b>	<b>Total Modernization Costs</b>	<b>Total Capacity</b>	<b>Total Modernization Cost per Seat</b>
<b>Elementary School</b>	\$114,552,598	13,716	\$8,352

The costs in Table 8 do not include costs associated with Central Administrative and Support Facilities. As indicated in Table 6, Future Units will cause the enrollment of the School District to increase by approximately 700 students. In accordance with the Provisions of Chapter 341, Statutes of 1992, SB 1612, the SAB adopted a report on January 26, 1994, requiring approximately four (4) square feet of central administrative and support facilities for every student. Based on this report and the estimated cost per square foot to construct and furnish these types of facilities, the Study incorporates a Central Administrative and Support Facilities cost impact of \$800 per student.

**F. TOTAL SCHOOL FACILITIES COST IMPACTS**

To determine the total school facilities cost impacts caused by Future Units, Cooperative Strategies (i) multiplied the school facilities costs (Table 8) by the additional school facilities needed (Table 7) and (ii) multiplied the central administrative and support facilities costs per student (above paragraph) by the Projected Unhoused Students (Table 6) and (iii) multiplied the Projected Student Enrollment (Table 4) by the estimated modernization cost per seat (Table 9). Table 10 illustrates the total school facilities cost impacts from future residential development.

T A B L E 1 0

**TOTAL SCHOOL FACILITIES COST IMPACTS FROM FUTURE UNITS (2022\$)**

<b>Item</b>	<b>Cost per Facility/ Student</b>	<b>Facilities Required/Students Generated</b>	<b>Total School Facilities Cost Impacts</b>
<b>Intermediate School</b>	\$109,468,695	0.5833	\$63,853,090
<b>Central Admin Impacts</b>	\$800	700	\$560,000
<b>ES Modernization</b>	\$8,352	2,272	\$18,975,744
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$83,388,834</b>

**G. SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL UNIT**

To determine the total school facilities cost impacts per future residential unit, the total school facilities cost impacts listed above need to first be apportioned by land use based on the number of elementary school and intermediate school students to be generated from such land use. Table 11 shows total school facilities cost impacts by land use.

T A B L E 1 1  
**TOTAL SCHOOL FACILITIES COST IMPACTS BY LAND USE (2022\$)**

School Level	Single Family Detached Units	Multi-Family Attached Units	Total School Facilities Cost Impacts
<b>Elementary School</b>	\$11,968,416	\$7,007,328	\$18,975,744
<b>Intermediate School</b>	\$39,936,116	\$24,476,974	\$64,413,090
<b>Total</b>	<b>\$51,904,532</b>	<b>\$31,484,302</b>	<b>\$83,388,834</b>

Total school facilities cost impacts for each land use were then divided by the number of Future Units in such land use to determine school facilities cost impacts per SFD unit and MFA unit. These impacts are shown in Table 12.

T A B L E 1 2  
**SCHOOL FACILITIES COST IMPACTS PER FUTURE UNIT (2022\$)**

Land Uses	Total School Facilities Cost Impacts	Future Units	School Facilities Cost Impacts per Residential Unit
<b>Single Family Detached</b>	\$51,904,532	4,452	\$11,659
<b>Multi-Family Attached</b>	\$31,484,302	2,615	\$12,040

**H. SCHOOL FACILITIES COST IMPACTS PER SQUARE FOOT**

To determine the school facilities cost impacts per square foot of residential construction for each land use, the school facilities cost impacts per unit listed in Table 12 were divided by the average square footage of such type of residential unit. Using square footage information for units constructed within the School District obtained from the County Assessor, Cooperative Strategies estimates that the average square footage of an SFD unit in the School District is projected to be 2,697 square feet while the average square footage of an MFA unit is projected to be 1,270 square feet. Table 13 shows the school facilities cost impacts per square foot of residential construction in the School District.

T A B L E 1 3

**SCHOOL FACILITIES COST IMPACTS PER RESIDENTIAL SQUARE FOOT (2022\$)**

<b>Land Uses</b>	<b>School Facilities Cost Impacts per Residential Unit</b>	<b>Average Square Footage</b>	<b>School Facilities Cost Impacts per Square Foot</b>
<b>Single Family Detached</b>	\$11,659	2,697	\$4.32
<b>Multi-Family Attached</b>	\$12,040	1,270	\$9.48

# VI. IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON SCHOOL FACILITIES NEEDS

This section presents the quantitative findings of the commercial/industrial nexus analysis summarized in Section III. In particular, this section presents estimates of the following:

1. All "linkage impacts" discussed in Section III, by CID land use category.
2. Gross school facilities cost impacts per 1,000 square feet of commercial/industrial floor space.
3. Net school facilities cost impacts (i.e., gross school facility cost impacts minus residential revenues) per 1,000 square feet of commercial/industrial floor space.
4. The percentage of the maximum CID School Fee per square foot allowed by law that can be justified to pay for new school facilities.

## A. EMPLOYMENT IMPACTS

As indicated in Section III, employment impacts for different CID categories equal the estimated number of on-site employees generated per 1,000 square feet of commercial/industrial floor space, which are referred to in the Study as CID Land Use Categories. Consistent with the provisions of Section 17621(e)(1)(B) of the Education Code, employment impacts for each category are based on data from SANDAG. The employment impacts are shown in Table 14 on the following page.

T A B L E 1 4

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET (2022\$)**

<b>CID Land Use Category</b>	<b>Square Feet per Employee</b>
<b>Retail and Services</b>	447
<b>Office</b>	286
<b>Research and Development</b>	329
<b>Industrial/Warehouse/Manufacturing</b>	371
<b>Hospital</b>	360
<b>Hotel/Motel</b>	883
<b>Self-Storage</b>	15,552

**B. HOUSEHOLD IMPACTS**

As noted in Section III, household impacts equal the estimated number of households associated with each category of employment impacts, per 1,000 square feet of commercial/industrial floor space. Household impacts include the following components:

1. Households per Employee

The average number of households per employee are calculated based on information obtained from the Census. Based on this information, the total household impacts are 0.5376 households per employee within the School District.

2. Employed Persons Living within the School District

In order to determine the number of employed persons who live within the School District, Cooperative Strategies utilized data from the Census. Based on this data, approximately 21.56 percent of the employed persons within the School District are estimated to live within the School District. This trend is expected to increase as new residential and CID projects are approved and additional homes and jobs are created within the School District.

3. Propensity to Occupy New Homes

The propensity to occupy new housing within the general area of the School District helps determine the number of employees generated from new homes. Based on data on recent resales and new home sales obtained from CoreLogic, new home sales in the School District were estimated to equal 11.02 percent of the total housing units which experienced occupant turnover between 2020 and 2021.

4. Total Household Impact

In order to determine the Total Household Impact of new residential units, the Study multiplied the average employed persons per household, employed person living within the School District, and the propensity to occupy new homes. This helps determine the number of new employees coming to live and work within the School District produced by new residential development, as shown in Table 15.

T A B L E 1 5

**TOTAL HOUSEHOLD IMPACTS FROM NEW CID**

Household Impact	Factor
<b>Households per Employees</b>	0.5376
<b>Employees Living within the School Districts</b>	21.56%
<b>Households with Employees Working within the School District</b>	<b>0.1159</b>
<b>Propensity to Occupy New Homes</b>	11.02%
<b>Total Household Impacts</b>	<b>0.0128</b>

**C. STUDENT GENERATION IMPACTS**

As noted in Section III, student generation impacts equal the number of the School District's students associated with each category of CID space. Separate student generation impacts are estimated for each CID category and school level.

**1. RESIDENTIAL STUDENT GENERATION IMPACTS**

In order to analyze household formation as a result of new CID, the SGRs shown in Table 4 must be blended. To blend the SGRs of the two (2) land uses into a single SGR for each school level, the land uses were weighted in proportion to each type's percentage of the future residential units to be constructed within the School District. Applying these weighting factors yields the following blended SGRs shown in Table 16.

T A B L E 1 6

**BLENDED STUDENT GENERATION RATES**

School Level	Blended Student Generation Rates
<b>Elementary School</b>	0.3215
<b>Intermediate School</b>	0.1753

**2. TOTAL STUDENT GENERATION IMPACTS**

Multiplying total household impacts shown in Table 15 by the blended SGRs shown in Table 16 results in the average student generation impacts. These average student generation impacts are shown by school level in Table 17.

T A B L E 1 7

**AVERAGE STUDENT GENERATION IMPACTS**

School Level	Student Generation Rates	Total Household Impacts	Average Student Generation Impacts
<b>Elementary School</b>	0.3215	0.0128	0.0041
<b>Intermediate School</b>	0.1753	0.0128	0.0022

**D. INTER-DISTRICT TRANSFER IMPACTS**

The Study also evaluates the impact of students attending the School District on an inter-district transfer basis. The inter-district transfer rate is determined by calculating the ratio of student transfers into the School District's schools by the number of persons employed within its boundaries. Based on information provided by the School District, total student transfers into the School District's schools for school year 2021/2022 total 68 at the elementary school level and 24 at the intermediate school level. Employment within the School District's area is estimated at 63,447 persons based on employment estimates provided by SCAG. Table 18 shows the inter-district transfer impacts by school level.

T A B L E 1 8

**INTER-DISTRICT TRANSFER IMPACTS**

School Level	Inter-District Transfer Impacts
Elementary School	0.0011
Intermediate School	0.0004

**E. TOTAL STUDENT GENERATION IMPACT**

To determine the total student generation impacts of CID on the School District, the average student generation impacts from Table 17 are added to the inter-district transfer impacts from Table 18. The resulting total student generation impacts are displayed in Table 19.

T A B L E 1 9

**TOTAL STUDENT GENERATION IMPACTS**

School Level	Average Student Generation Impacts	Inter-District Transfer Impacts	Total Student Generation Impacts
Elementary School	0.0041	0.0011	0.0052
Intermediate School	0.0022	0.0004	0.0026

**F. GROSS SCHOOL FACILITIES COST IMPACTS**

As noted in Section III, school facilities cost impacts equal the gross school facilities cost impacts (exclusive of residential revenues) associated with the total student generation impact of each CID category.

**1. SCHOOL FACILITIES COSTS PER STUDENT**

The school facilities costs per student are the average cost impact produced by students generated from Future Units. This impact estimate is derived from the school facilities costs (Table 11) divided by the Projected Student Enrollment from Future Units (Table 5) by school level. Multiplying the total student generation impacts by the school facilities costs per student results in the gross school facilities cost impacts shown in Table 20.

T A B L E 2 0

**GROSS SCHOOL FACILITIES COSTS IMPACTS PER STUDENT (2022\$)**

School Level	Total Student Generation Impacts	Cost per Student	Gross School Facilities Costs Impacts per Student
Elementary School	0.0052	\$8,352	\$43.43
Intermediate School	0.0026	\$51,988	\$135.17
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>\$178.60</b>

**G. FEE REVENUES**

As noted in Section III, fee revenues include two (2) components: residential revenues and potential CID School Fee revenues.

**1. RESIDENTIAL REVENUES AND NET SCHOOL FACILITY COSTS**

Residential revenues equal the maximum revenues from residential development associated with each school level. These revenues are derived from a weighted average of (i) the School District's proposed School Fee of \$3.16 per square foot multiplied by the School District's weighted average square footage for residential units of 2,169 square feet.

Based on this calculation, the residential revenues per unit in the School District are estimated to be \$6,854. Multiplying the average student generation impact shown in Table 17 by residential revenues results in the residential revenues per student shown in Table 21.

T A B L E 2 1

**RESIDENTIAL REVENUES PER HOUSEHOLD (2022\$)**

Item	Amount
<b>Revenue per Residential Unit</b>	\$6,854
<b>Total Household Impact</b>	0.0128
<b>Residential Revenue per Household</b>	<b>\$87.73</b>

**2. NET SCHOOL FACILITIES COST IMPACTS**

In order to calculate the net school facilities cost impacts per grade level, the residential revenues shown in Table 21 were subtracted from the gross school facilities cost impacts shown in Table 20. The results are the net school facilities cost impacts that must be funded by CID School Fees, as shown in Table 22.

T A B L E 2 2

**NET SCHOOL FACILITIES COST IMPACTS  
PER HOUSEHOLD (2022\$)**

Item	Amount
<b>Gross School Facilities Cost Impacts per Household</b>	\$178.60
<b>Residential Revenue per Household</b>	\$87.73
<b>Net School Facilities Cost Impacts per Household</b>	<b>\$90.87</b>

**H. JUSTIFICATION OF COMMERCIAL/INDUSTRIAL SCHOOL FEES**

Dividing net school facilities cost impacts shown in Table 22 by total the square feet per employee for each land use category, as shown in Table 14, results in the CID impacts shown in Table 23 on the following page.

T A B L E 2 3

**EMPLOYMENT IMPACTS PER 1,000 SQUARE FEET**

<b>CID Land Use Category</b>	<b>Net Impact per Household</b>	<b>Square Feet per Employee</b>	<b>Cost Impact per Square Foot Of CID</b>
<b>Retail and Services</b>	\$90.87	447	\$0.203
<b>Office</b>	\$90.87	286	\$0.318
<b>Research and Development</b>	\$90.87	329	\$0.276
<b>Industrial/Warehouse/Manufacturing</b>	\$90.87	371	\$0.245
<b>Hospital</b>	\$90.87	360	\$0.252
<b>Hotel/Motel</b>	\$90.87	883	\$0.103
<b>Self-Storage</b>	\$90.87	15,552	\$0.006

# VII. CONCLUSION

On February 23, 2022, the SAB increased the maximum Residential and CID School Fees authorized by Section 17620 of the Education Code from \$4.08 to \$4.79 per residential building square foot, and from \$0.66 to \$0.78 per CID square foot for unified school districts.

This section summarizes the findings of the Study for new residential and commercial/industrial construction within the School District. In particular, this section summarizes the following:

## 1. RESIDENTIAL FEES

Based on the School District’s fee sharing agreement with OUHSD, the School District can collect 66 percent, or \$3.16 per square foot, for all new Future Units built within its boundaries. Since the School District’s share of the current maximum School Fee is less than the school facilities cost impacts per square foot, the Study concludes that the School District is fully justified in levying a residential School Fee of \$3.16 per square foot for all new residential development within its boundaries subject to the limitations under the law.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 24 on new residential construction:

T A B L E 2 4

**MAXIMUM JUSTIFIED STATUTORY RESIDENTIAL FEE PER SQUARE FOOT (2022\$)**

Item	Residential Fee per Square Foot
<b>Single Family Detached</b>	\$3.16
<b>Multifamily Attached</b>	\$3.16

**2. COMMERCIAL/INDUSTRIAL FEES**

Pursuant to the School District's revenue sharing agreement with OUHSD, the maximum the School District can receive from new CID is \$0.515 per square foot of CID constructed within its boundaries. Justification of the CID School Fee is based on a comparison of cost impacts per CID square foot, as shown in Table 23, against the maximum CID Fee per square foot as noted above.

Based on this information, the School District is justified in charging the Statutory Fee Amounts per square foot shown in Table 25 on new CID construction:

T A B L E 2 5  
**MAXIMUM JUSTIFIED STATUTORY CID FEE  
PER SQUARE FOOT (2022\$)**

CID Land Use Category	CID Fee per Square Foot
<b>Retail and Services</b>	\$0.203
<b>Office</b>	\$0.318
<b>Research and Development</b>	\$0.276
<b>Industrial/Warehouse/Manufacturing</b>	\$0.245
<b>Hospital</b>	\$0.252
<b>Hotel/Motel</b>	\$0.103
<b>Self-Storage</b>	\$0.006

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**EXHIBIT A**

CURRENT SAB FORM 50-02

STATE OF CALIFORNIA  
**EXISTING SCHOOL BUILDING CAPACITY**

SAB 50-02 (Rev. 01/01) Excel (Rev. 01/25/2001)

SCHOOL DISTRICT  
 OXNARD ELEMENTARY  
 COUNTY  
 VENTURA

FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)

72538

HIGH SCHOOL ATTENDANCE AREA (if applicable)

**PART I - Classroom Inventory**     NEW     ADJUSTED

	K-6	7-8	9-12	Non-Severe	Severe	Total
Line 1. Leased State Relocatable Classrooms	88			3		91
Line 2. Portable Classrooms leased less than 5 years						
Line 3. Interim Housing Portables leased less than 5 years						
Line 4. Interim Housing Portables leased at least 5 years						
Line 5. Portable Classrooms leased at least 5 years						
Line 6. Portable Classrooms owned by district	47	12		8		67
Line 7. Permanent Classrooms	272	103		10	10	395
Line 8. Total (Lines 1 through 7)	407	115		21	10	553

**PART II - Available Classrooms**

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 4						
b. Part I, line 5						
c. Part I, line 6	47	12		8		67
d. Part I, line 7	272	103		10	10	395
e. Total (a, b, c, & d)	319	115		18	10	462

	K-6	7-8	9-12	Non-Severe	Severe	Total
a. Part I, line 8	407	115		21	10	553
b. Part I, lines 1,2,5 and 6 (total only)						158
c. 25 percent of Part I, line 7 (total only)						99
d. Subtract c from b (enter 0 if negative)	51	4		4		59
e. Total (a minus d)	358	111		17	10	494

**PART III - Determination of Existing School Building Capacity**

	K-6	7-8	9-12	Non-Severe	Severe
Line 1. Classroom capacity	7,975	3,105		234	90
Line 2. SER adjustment					
Line 3. Operational Grants	2,187				
Line 4. Greater of line 2 or 3	2,187				
Line 5. Total of lines 1 and 4	10,162	3,105		234	90

I certify, as the District Representative, that the information reported on this form is true and correct and that:  
 I am designated as an authorized district representative by the governing board of the district; and,  
 This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction (OPSC).  
 In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE

*Richard Duarte*

DATE

2/21/01

**EXHIBIT B**

UPDATED SCHOOL FACILITIES CAPACITY  
CALCULATION

**Oxnard School District**  
**School Facilities Capacity Calculation**

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
50/72538-00-013	Lemondwood Elementary	575	351
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>16,941</b>	<b>3,915</b>

# EXHIBIT C

## ADJUSTED SCHOOL FACILITIES CAPACITY CALCULATION

## Oxnard School District

### Adjusted School Facilities Capacity Calculation

<b>Application</b>	<b>Item</b>	<b>Elementary School</b>	<b>Middle School</b>
N/A	SAB Form 50-02	10,162	3,105
N/A	Non-Severe/Severe Capacity	221	63
N/A	Relocatables Added	0	54
50/72538-00-001	Ramona Elementary	625	0
50/72538-00-004	Thurgood Marshall Elementary	625	0
50/72538-00-005	Cesar Chavez Elementary	825	0
50/72538-00-006	Curren Elementary	300	0
50/72538-00-007	Kamala Elementary	550	0
50/72538-00-008	Juan Lagunas Soria Elementary	150	0
50/72538-00-009	Driffill Elementary	350	0
50/72538-00-011	Harrington Elementary	807	0
N/A	Harrington Elementary Reconstruction	(650)	0
50/72538-00-013	Lemondwood Elementary	575	351
N/A	Lemondwood Elementary Reconstruction	(1,000)	0
50/72538-00-014	Marshall Elementary	100	216
50/72538-00-015	Elm Street Elementary	600	0
N/A	Elm Street Elementary Reconstruction	(775)	0
50/72538-00-016	Emilie Ritche Elementary	50	0
50/72538-00-018	Christa McAuliffe Elementary	26	0
50/72538-00-019	Lemonwood Elementary	85	78
50/72538-00-020	Elm Street Elementary	75	0
50/72538-00-021	Marshall Elementary	32	48
50/72538-00-022	McKinna Elementary	675	0
50/72538-00-023	McKinna Elementary	83	0
N/A	McKinna Elementary Reconstruction	(800)	0
50/72538-00-024	Ramona Elementary	25	0
<b>Total Capacity</b>	<b>N/A</b>	<b>13,716</b>	<b>3,915</b>

# EXHIBIT D

## UPDATED SCHOOL FACILITIES COST ESTIMATES

**Oxnard School District**  
**Summary of Estimated Costs**  
**Middle School**  
**March 2022**

<b>A. Site</b>				<b>\$12,374,726</b>
	Purchase Price of Property		\$12,374,726	
		Acres <sup>[1]</sup> :	28.8	
		Cost/Acre:	\$429,678	
<b>B. Plans</b>				<b>\$4,860,600</b>
	Architect's Fee		\$4,387,500	
	Preliminary Tests		\$45,000	
	DSA/SDE Plan Check		\$395,600	
	Energy Fee Analysis		\$25,000	
	Other		\$7,500	
<b>C. Construction</b>				<b>\$84,000,000</b>
	(Includes Construction, Site Development, General Site Development, and Technology)			
	Square Feet / Student		100	
	Cost / Square Feet		\$700	
<b>D. Tests</b>				<b>\$180,000</b>
<b>E. Inspection</b>				<b>\$324,000</b>
	(\$12,000 per month for 18 months x 1.5 inspectors)			
<b>F. Furniture and Equipment</b>				<b>\$1,195,200</b>
	(\$6 per Square Foot, includes Cost Index Adjustment of 66%)			
<b>G. Contingency</b>				<b>\$1,546,018</b>
	(\$2,000 + 1.5% of items A-F)			
<b>H. Items Not Funded by the State</b>				<b>\$4,988,151</b>
	Technology (5% of Construction)		\$4,200,000	
	Library Books (8 books/student @ \$20)		\$192,000	
	Landscaping (\$0.44/sq. ft. x 28.8 acres)		\$551,992	
	Landscape Architect Fees (8% of Landscaping)		\$44,159	
<b>I. Total Estimated Cost</b>				<b>\$109,468,695</b>
		<b>Summary</b>		
	School Facilities Capacity - Traditional Calendar		1,200	
	School Facilities Cost per Student - Traditional Calendar		\$91,224	

**RESOLUTION NO. 21-27**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO INCREASE STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620**

WHEREAS, the Board of Trustees ("Board") of the Oxnard School District ("School District") provides for the educational needs for K-8 students within portions of the Cities of Oxnard, Port Hueneme and Ventura (collectively, "Cities") and a portion of the unincorporated County of Ventura ("County"); and

WHEREAS, the State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes school districts to increase statutory school fees to \$4.79 per square foot for assessable space of residential development and \$0.78 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such statutory school fees are properly justified by the School District pursuant to law; and

WHEREAS, pursuant to Education Code Section 17623, the School District and the Oxnard Union High School District have entered into an agreement whereby the School District is to receive sixty-six percent (66%) of the maximum fees permitted to be levied under Education Code Section 17620 and Government Code Section 65995; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the School District's schools and the School District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the School District have an impact on the School District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the School District's students; and

WHEREAS, the School District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the School District has received and considered a study entitled "Residential And Commercial/Industrial Development School Fee Justification Study" prepared for Oxnard School District ("Study"), which Study include information, documentation, and analysis of the School Facilities needs of the School District, including (a) the purpose of the Statutory School Fees, (b) the use to which the Statutory School Fees are to be put (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Statutory School Fees from new residential and commercial/industrial development, (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the

cost of providing School Facilities within the School District, (e) an evaluation and projection of the number of students that will be generated by new residential development, and (f) the new School Facilities that will be required to serve such students, and (g) the cost of such School Facilities; and

WHEREAS, said Study pertaining to the Statutory School Fees and to the capital facilities needs of the School District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory School Fees; and

WHEREAS, all required notices of the proposed Statutory School Fees have been given; and

WHEREAS, a public hearing was held at a regularly scheduled meeting of the Board of the School District relating to the proposed Statutory School Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

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

**Section 1.** That the Board finds that the purpose of the Statutory School Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory School Fees are imposed.

**Section 2.** That the Board finds that the Statutory School Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the School District; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the School District.

**Section 3.** That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential development within the School District because the Statutory School Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

**Section 4.** That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new residential development within the

School District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

**Section 5.** That the Board finds that the amount of the Statutory School Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the School District.

**Section 6.** That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory School Fees are imposed.

**Section 7.** That the Board finds that the Statutory School Fees imposed on new commercial/ industrial development (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the School District.

**Section 8.** That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial development by category within the School District because the Statutory School Fees imposed on commercial/industrial development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

**Section 9.** That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the School District because new students will be generated from new commercial/industrial development within the School District and the School District does not have sufficient student capacity in the existing School Facilities to accommodate these students.

**Section 10.** That the Board finds that the amount of the Statutory School Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the School District.

**Section 11.** That the Board finds that a separate account has been established for the deposit of Statutory School Fees imposed on residential and commercial/industrial

development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the School District.

**Section 12.** That the Board finds that the funds of the account, described in Section 11, consisting of the proceeds of Statutory School Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory School Fees may also be expended by the School District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the School District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees.

**Section 13.** That the Board hereby increases the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts:

- A. \$3.16 per square foot of assessable space for new single family detached residential development and \$3.16 for new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.
- B. \$0.318 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

**Section 14.** That this Board hereby increases the Statutory School Fees as a condition of approval of new commercial/industrial development projects and levies the Statutory School Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	\$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

**Section 15.** That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 11 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the School District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

**Section 16.** That the Superintendent, or his designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and County within the School District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the School District clearly indicating the boundaries thereof, advising the Cities, County and OSHPD that new residential and commercial/industrial development is subject to the Statutory School Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification from this School District of compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any non-residential development absent a certification from this School District of compliance with the requirements of the applicable Statutory School Fees.

**Section 17.** That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory School Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory School Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

- A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory School Fees to be imposed or paying the commercial/industrial Statutory School Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory School Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.

- B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Superintendent, or his designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or his designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.
- D. The party against whom the commercial/industrial Statutory School Fees are imposed may appeal the Superintendent's, or his designee's, decision to the Board of the School District.
- E. The party appealing the Superintendent's, or his designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory School Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the School District.
- F. The possible grounds for that appeal to the Board of the School District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory School Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.
- G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory School Fees, the Superintendent of the School District, or his designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory School Fees. The Board of the School District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

- H. The party appealing the imposition of the commercial/industrial Statutory School Fees shall bear the burden of establishing that the commercial/industrial Statutory School Fees are improper.

**Section 18.** That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

**Section 19.** That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the School District on any residential or nonresidential development.

**Section 20.** That the School District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED, ADOPTED, AND SIGNED ON APRIL 20, 2022

BOARD OF TRUSTEES OF THE OXNARD  
SCHOOL DISTRICT

By:

\_\_\_\_\_  
President of the Board of Trustees of  
the Oxnard School District

ATTEST:

By:

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA            )

I, Jarely Lopez, do hereby certify that the foregoing Resolution No. 21-27 was adopted by the Board of Trustees of the Oxnard School District at a meeting of said Board held on the 20<sup>th</sup> day of April, 2022, and that it was so adopted by the following vote:

AYES:            \_\_\_

NOES:            \_\_\_

ABSTAIN:        \_\_\_

ABSENT:         \_\_\_

---

Clerk of the Board of Trustees of the  
Oxnard School District

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF VENTURA         )

I, Jarely Lopez, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_ which was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof on the 20<sup>th</sup> day of April, 2022.

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Clerk of the Board of Trustees of the  
Oxnard School District

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Request for Approval of Out of State Meeting Attendance (Aguilera-Fort)**

---

Superintendent Aguilera-Fort was invited to join the Renaissance Advisory Board, established by Renaissance Learning, Inc. ("Renaissance") to bring together a select group of strategic education leaders to gain knowledge and insights to accelerate learning for all. The Board of Trustees' approval is requested for the Superintendent to travel to the Advisory Board's next meeting, May 11-13, 2022, in Tucson Arizona, at no cost to Oxnard School District.

#### **FISCAL IMPACT:**

None. All expenses, including meals, lodging, and transportation, will be paid by Renaissance.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve out of state meeting attendance, as detailed above.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Approval for Out of State Conference Attendance (Aguilera-Fort/DeGenna/Ordaz)**

---

The Board's approved is requested for Mrs. Melissa Moser 2nd DLI teacher at Curren School to attend the 10th annual STEM/STEAM and Education Conference which promotes an academia well versed in the fields of Science, Technology, Engineering, Arts, math and Education which is a key portion of the public education agenda of the United States. The conference intends to stimulate competitiveness and our nation's future economic prosperity through encouraging and inspiring more of our best and brightest academics in the study of STEM/STEAM and Education fields.

Mrs. Moser's proposal/submission titled: "Teaching inquiry, problem-solving, and collaborative skills through Project-Based Learning and STEM", has been accepted for presentation at the 2022 Hawaii University International Conference on STEM/STEAM and Education to be held on June 8-10 2022, at the Prince Waikiki Resort in Honolulu, Hawaii.

#### **FISCAL IMPACT:**

The only cost to the district will be the cost for a sub for the week of June 6-10, 2022. The DoD STEM Ambassador stipend is paying for all travel expense, hotel and registration.

\$750.00 Title I Funds

#### **RECOMMENDATION:**

It is the recommendation of Superintendent Dr. Karling Aguilera-Fort, Assistant Superintendent of Educational Services Dr. Ana DeGenna and Curren School Principal Mr. Pablo Ordaz that the Board of Trustees approve the out of state travel as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Moser - Ms. Melissa - 2022, June STEM HUIC Acceptance Letter \(Ordaz\).pdf](#)



November 5, 2021

**Ms. Melissa Moser**  
**Oxnard School District**  
**1101 North F Street,**  
**Oxnard, CA 93030**

Dear Ms. Moser,

We are delighted to inform you that your proposal/submission, titled: **“Teaching inquiry, problem-solving, and collaborative skills through Project-Based Learning and STEM”**, has been accepted for presentation at the 2022 Hawaii University International Conferences on STEM/STEAM and Education to be held on **June 8, 9 and 10, 2022** at the **Prince Waikiki Resort** in Honolulu, Hawaii. The decision to accept your submission was based on a process of double-blind-peer review.

The time and location of your session will be specified in the final program. The program should be posted on our website: <http://huichawaii.org/> by **mid May 2022**.

If you would like to have your paper or abstract published in our conference proceedings, please **re-submit a final edited paper** via online: <https://huichawaii.org/ssec/proceedings-publication-submission/> or e-mail attachment by **May 15, 2022**.

We encourage you to purchase your *air tickets*, reserve your *hotel rooms*, and submit your *registration fee* as soon as possible if you have not already done so. Early registration entitles you to a reduced fee - special rates on the airfare and the hotels. For more information, please visit our website: (Hotel Reservations at the Prince) <http://huichawaii.org/ssec/hotel-reservations/> (United Special Fare rates) <http://huichawaii.org/ssec/flight/> (*The hotel booking is now available; flight information should be updated in early 2022*)

If you have co-authors, we ask that you inform them of this acceptance, along with the enclosed materials. Do let us know if the co-author/s requires an acceptance letter as well. In our effort to **Go Green**, we will not be mailing out a hard copy of the Acceptance Letter. If a hard copy is required, please email to us at [stem@huichawaii.org](mailto:stem@huichawaii.org)

Mahalo (Thank you) for your intended participation. We believe your attendance will contribute to making the 2022 Hawaii University International Conference on STEM/STEAM and Education a memorable success.

**Ray Aubrey,**

Hawaii University International Conferences



Enc: Registration Form

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Request for Approval of Resolution #21-24 Identifying District Representatives to the State Allocation Board (Mitchell)**

---

The Office of Public School Construction's (OPSC) State Allocation Board (SAB) requires Board action to appoint staff members as District Representatives to their organization. Said Representatives certify documents and act as liaisons with the SAB. OPSC must be notified when a change in the representation occurs.

Dr. Karling Aguilera-Fort, Superintendent, and Dana Miller, Director of Facilities are currently on file with OPSC/SAB as District Representatives. Resolution #21-24 to appoint Valerie Mitchell, MPPA, Interim Assistant Superintendent, Business & Fiscal Services, as an additional authorized District Representative is hereby presented for the Board's consideration.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-24 as outlined above and authorize its filing with the SAB.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #21-24 \(2 pages\)](#)

**RESOLUTION #21-24**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
OXNARD SCHOOL DISTRICT IDENTIFYING DISTRICT  
REPRESENTATIVES TO THE STATE ALLOCATION BOARD**

WHEREAS, the Board of Trustees of the Oxnard School District will be requesting funding of one or more School Facility Program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

WHEREAS, the Board of Trustees of the Oxnard School District is required to identify the District Representatives that will certify documents and act as liaisons with the State Allocation Board; and

WHEREAS, the Board of Trustees of the Oxnard School District has identified the following individuals as the District Representatives:

- ◆ Karling Aguilera-Fort, Superintendent
- ◆ Valerie Mitchell, MPPA, Interim Assistant Superintendent, Business & Fiscal Services
- ◆ Dana Miller, Director, Facilities

WHEREAS, the District Representatives have been directed to review all school sites for modernization eligibility and update the eligibility on an annual basis when applicable;

WHEREAS, the District Representatives have been directed to review the District's new construction eligibility and update the eligibility on an annual basis when applicable;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District authorizes the District Representatives to execute documents as necessary to carry out the provision of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 20<sup>th</sup> day of April, 2022.

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President of the Board Trustees of the  
OXNARD SCHOOL DISTRICT

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Clerk of the Board Trustees of the  
OXNARD SCHOOL DISTRICT

**CLERK'S CERTIFICATE**

I, Jarely Lopez, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #21-24 adopted at a regular meeting place thereof on the 20<sup>th</sup> day of April, 2022, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April 20, 2022

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Facilities Agreement

### **Ratification of CREDIT Change Order #1 to Agreement #20-181 with Quality Paving for Asphalt Paving Project 2021 (Mitchell/Miller)**

---

On June 23, 2021, the Board of Trustees approved the Award of Formal Bid #20-02 and Agreement #20-181 for Asphalt Paving Project 2021 with Quality Paving. The original agreement was to repair/replace asphalt paving at Frank and Lopez Schools.

CREDIT Change Order #1 in the amount of (\$17,257.00) credits the District for the following items:

- Frank School Utility Allowance - \$7,500.00
- Lopez School Utility Allowance - \$7,500.00
- Frank School R&R 4" HMA 250SF - \$1,101.00
- Lopez School Credit Back for Stabilization - \$1,156.00

#### **FISCAL IMPACT:**

(\$17,257.00) – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify CREDIT Change Order #1 to Agreement #20-181 with Quality Paving in the amount of (\$17,257.00).

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 \(2 Pages\)](#)

[Agreement #20-181, Quality Paving \(3 Pages\)](#)



# CHANGE ORDER

Date: February 14, 2022

CREDIT CHANGE ORDER NO. 001

PROJECT: Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe  
O.S.D. BID No. 20-02  
O.S.D. Agreement No. 20-181

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT: N/A

CONTRACTOR: Landmark Grading & Paving, Inc.  
DBA/Quality Paving  
PO Box 4725  
Ventura, CA 93007

Architects Proj. No.:  
D.S.A. File No.:  
D.S.A. App. No.:

Attn: Teresa Smith-Hall

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$367,274.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$0.00
ADJUSTED CONTRACT SUM.....	\$367,274.00
<b>NET CHANGE -</b>	<b>(\$ 17,257.00)</b>
Total Change Orders to Date: .....	(\$ 17,257.00)
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....	\$350,017.00

Commencement Date: .....June 24, 2021  
Original Completion Date: .....August 8, 2021  
Original Contract Time: .....45 Calendar Days  
Time Extension for all Previous Change Orders: .....None  
Time Extension for this Change Order: .....None  
Adjusted Completion Date: .....N/A

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Frank School Utility Allowance	(\$7,500.00)			
2.	Lopez School Utility Allowance	(\$7,500.00)			
3.	Frank School R&R 4" HMA 250SF	(\$1,101.00)			
4.	Lopez School Credit Back Stabilization	(\$1,156.00)			
5.					
6.					
	Totals	(\$17,257.00)			

Total CREDIT Change Order No. 001 ..... (\$17,257.00)

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

INTERIM ASST. SUPT./PURCHASING DIR.: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_

SECTION 00310

AGREEMENT #20-181

**THIS AGREEMENT** is made this 23rd day of June, 2021, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **QUALITY PAVING**, hereinafter called the "Contractor", with a principal place of business located at 1516 Lirio Avenue, Ventura, CA 93004.

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

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

**Bid #20-02**  
**Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe**

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

**1.02 Contract Time.**

**A. Final Completion of the Work.** The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **forty-five (45) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
McAuliffe	June 24, 2021	August 8, 2021
Lopez	June 24, 2021	August 8, 2021
<b><u>TOTAL CONTRACT PERIOD:</u></b>		
Construction	June 24, 2021	July 31, 2021
Closeout/Punch List items	July 31, 2021	August 8, 2021

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of *Three Hundred Sixty Seven Thousand Two Hundred Seventy-Four (\$367,274.00)*. The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

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

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

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

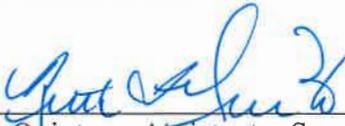
IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**OXNARD SCHOOL DISTRICT,**  
a California School District

660807  
(Contractor's License Number)

By:   
Ruth F. Quinto, Assistant Superintendent,  
Business & Fiscal Services

By:   
Name: Arden A. Smith Hall  
Title: President Operator  
(Corporate Seal)

**END OF SECTION**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Enrollment Report (Mitchell)**

---

District enrollment as of March 31, 2022 was 14,441. This is 632 less than the same time last year.

#### **FISCAL IMPACT:**

None.

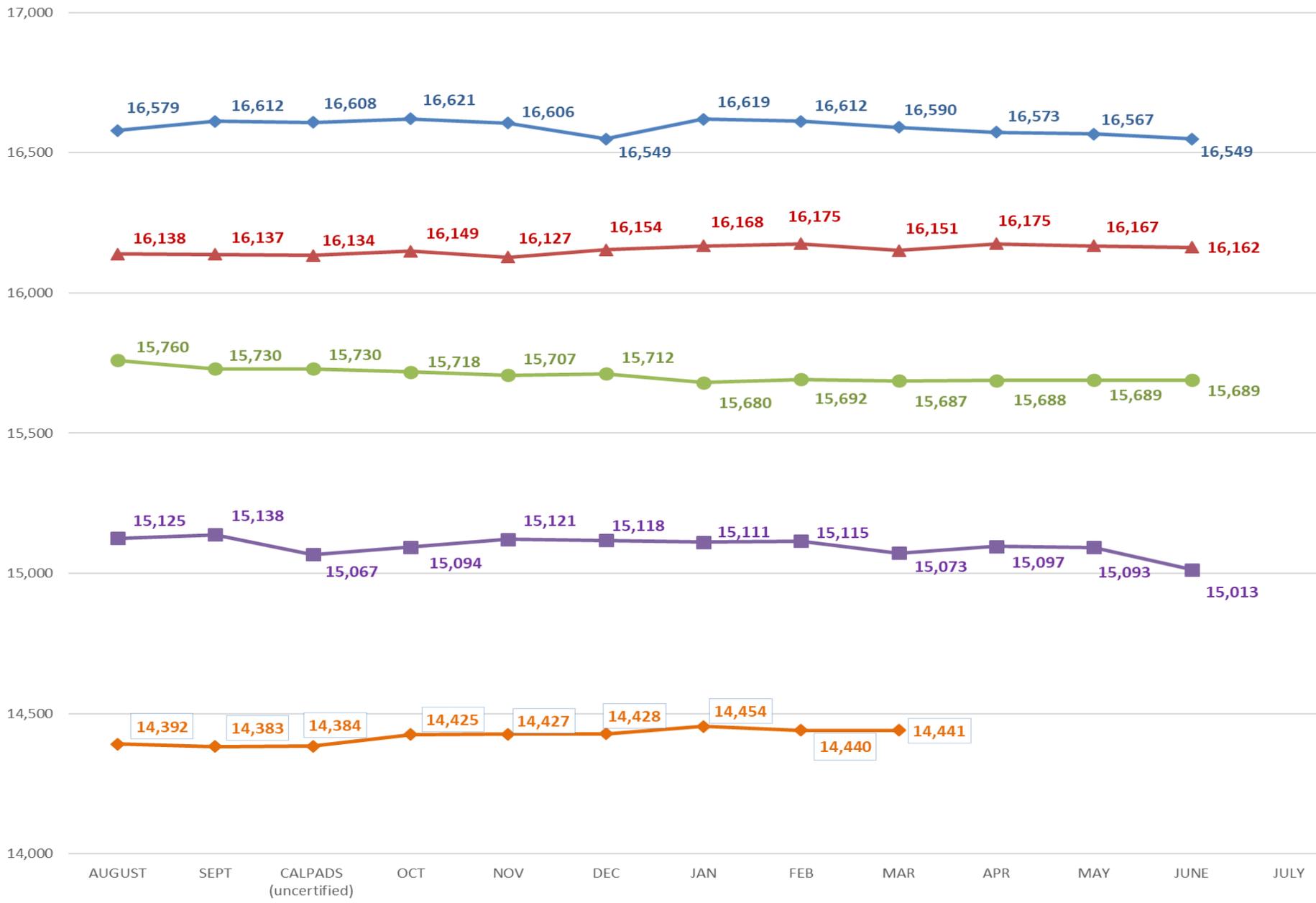
#### **RECOMMENDATION:**

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



◆ 2017-18 Actual    
 ▲ 2018-19 Actual    
 ● 2019-20 Actual    
 ■ 2020-21 Actual    
 ◆ 2021-22 Actual

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Purchase Order/Draft Payment Report #21-08 (Mitchell/Franz)**

---

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

1. A listing of Purchase orders issued 02/15/2022 through 04/04/2022 for the 2021-2022 school year, for \$3,054,609.00.
2. There are no Draft Payments issued from 02/15/2022 through 04/04/2022, 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 #21-08 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #21-08 \(20 Pages\)](#)

## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
NP22-00060	Gold Star Foods	CNS	SUP	531.00
NP22-00061	P And R Paper Supply Co	CNS	MATL/SUP	4,114.88
NP22-00062	Gold Star Foods	CNS	SUP	144.00
NP22-00063	P And R Paper Supply Co	CNS	MATL/SUP	3,424.34
NP22-00064	Gold Star Foods	CNS	SUP	9,752.44
NP22-00065	Gold Star Foods	CNS	SUP	225.00
NP22-00066	P And R Paper Supply Co	CNS	MATL/SUP	3,021.86
NP22-00067	Gold Star Foods	CNS	SUP	126.00
NP22-00068	P And R Paper Supply Co	CNS	MATL/SUP	6,510.21
NP22-00069	P And R Paper Supply Co	CNS	MATL/SUP	4,590.30
NP22-00070	Gold Star Foods	CNS	SUP	1,740.80
NP22-00071	Gold Star Foods	CNS	SUP	243.00
NP22-00072	P And R Paper Supply Co	CNS	MATL/SUP	1,702.80
NP22-00073	P And R Paper Supply Co	CNS	MATL/SUP	5,941.41
P22-00158	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	8,500.00
P22-00162	PANERA BREAD COMPANY PANERA LL C	ED SERVICES	MATL/SUP	6,000.00
P22-01434	Walmart	LEMONWOOD	MATL/SUPP	546.25
P22-02775	Monterey Marriott	PERSONNEL	conf	4,906.92
P22-02854	California School Boards Assoc	SUPERINTENDEN	Board Presidents/ (February 19, 2022 - VIRTUAL)	450.00
P22-02855	CDW G	RISK MGMT	Software	945.00
P22-02856	ACSA/FEA	ED SERVICES	ACSA-Region 13 (Conference)	329.00
P22-02858	Office Depot Bus Ser Div	TCHG & LRNG	MTLS- LCAP 1.20 (LCFF) DLI	5,239.32
P22-02859	SCHOOL TECH SUPPLY	FACILITIES	Computer Equipt	4,397.46
P22-02860	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	36.31
P22-02861	Par Inc	Special Ed	MAT/SUPL	119.07
P22-02862	PEARSON ASSESSMENT	Special Ed	MAT/SUPL	399.34
P22-02863	ART GRUENEBERGER PUPPET ART TH EATER CO. LLC	MARINA	SERV/ENTR FEE/OPER - Instr	125.00
P22-02864	Ashton Awards Inc Aswell Troph y	ROSE	MATL/SUPP	22.78
P22-02865	SCHOOL TECH SUPPLY	IT	COMP EQUIP	3,641.84
P22-02866	BARNES AND NOBLE BOOKSELLERS, INC.	M&PE	MTRL/SUPL	209.44
P22-02867	WOLSELEY INVESTMENTS FERGUSON ENTERPRISES	FACILITIES	HVAC Materials and Supplies	8,476.98
P22-02868	Lakeshore Learning Materials	ROSE	MATL/SUPP	224.49
P22-02869	SMART AND FINAL-C.I. BLVD	MARINA	MATL/SUPL - Instr	127.92
P22-02870	COSTCO WHOLESALE CORPORATION	LEMONWOOD	MAT/SUPPLIES (Instructional)	136.55
P22-02871	Amazon Com	FREMONT	Materials and Supplies (Instructional)	32.60
P22-02872	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	637.55
P22-02873	Amazon Com	LEMONWOOD	MAT/SUPPLIES (ADMIN)	19.15
P22-02874	Amazon Com	Special Ed	MAT/SUPL	38.15
P22-02875	Amazon Com	RAMONA	Mat/Supp-ORC Recess student groups(amazon)	251.56
P22-02876	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS/MATS & SUPPLIES	146.91
P22-02877	Amazon Com	FREMONT	BOOKS OTHER THAN TEXBOOKS (INSTRUCTIONAL)	185.57

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 20

## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02878	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	433.80
P22-02879	Amazon Com	DRIFFILL	MATL/SUPP-inst/Ortiz	182.40
P22-02880	Amazon Com	RAMONA	mat/supp-read accross america incentives	466.78
P22-02881	Amazon Com	RAMONA	Matl/supplies-cheer supplies	407.69
P22-02882	Amazon Com	MARSHALL	Matl/Supp-Instructional	745.69
P22-02883	Amazon Com	MARSHALL	Matl/Supp-Instructional	506.10
P22-02884	Amazon Com	HARRINGTON	Materials & Supplies	115.59
P22-02885	Amazon Com	FACILITIES	Materials and Supplies	11.83
P22-02886	Vericast Corp.	ED SERVICES	Services	13,858.18
P22-02887	Par Inc	Special Ed	MAT/SUPL	2,280.80
P22-02888	Petroleum Telcom Inc DBA Telecom	CURREN	matl/sup - instructional	1,739.26
P22-02889	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	2,393.37
P22-02890	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	41.49
P22-02891	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	2,690.28
P22-02892	Spicers Paper Inc	GRAPHICS	Materials and Supplies	5,085.26
P22-02893	Spicers Paper Inc	GRAPHICS	Materials and Supplies	2,217.23
P22-02894	Amazon Com	RAMONA	Matl/supp-math manipulatives (3rd Grade)	560.88
P22-02895	Amazon Com	ROSE	MATL/SUPP	50.66
P22-02896	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	43.80
P22-02897	Amazon Com	ROSE	MATL/SUPP	1,027.37
P22-02898	SWRCB/SW Fees	TRANSPORTATION	ANNUAL PERMIT FEE	1,738.00
P22-02899	Gopher Sport	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,399.16
P22-02900	Screencastify, LLC	IT	SOFTWARE	428.00
P22-02901	Art Trek	RITCHEN	T1/SERV	9,500.00
P22-02902	Amazon Com	Pupil Srvs	WASJOYE OFFICE CHAIR CLEAR MAT	102.53
P22-02903	Amazon Com	MCAULIFFE	Materials/Supplies- Instructional	166.91
P22-02904	Amazon Com	RISK MGMT	Ergonomic Materials & Supplies	795.02
P22-02905	Amazon Com	RISK MGMT	Ergo Materials and Supplies	80.75
P22-02906	Amazon Com	RAMONA	Matl/supp-math manipulatives (3rd Grade)	300.91
P22-02907	Amazon Com	KAMALA	Materials & Supplies-Inst	178.86
P22-02908	Teachers Pay Teachers	SIERRA LINDA	Materials/Sup-Inst. Phenix	82.07
P22-02909	BSN Sports	MCAULIFFE	Materials/Supplies-Instructional	292.80
P22-02910	School Datebooks	FRANK	MATL/SUP - Instrucional	5,101.45
P22-02911	AG Designs 805	SORIA	Matl/Sup - Instructional	403.34
P22-02912	Petroleum Telcom Inc DBA Telecom	LEMONWOOD	EQUIPMENT	200.75
P22-02913	Superior Sanitary Supplies	CNS	MATL/SUP	83.82
P22-02914	Southwest Plastic Binding Co Southwest Binding & Laminating	WAREHOUSE	Stores Supplies	3,053.41
P22-02915	Amazon Com	FREMONT	Materials and Supplies (Instructional)-SDC	277.15
P22-02916	Apperson Education Products	FRANK	Mat/Sup - Instructional	317.46
P22-02917	POSITIVE ADVENTURES LLC	E&S P	ELO/SERV	174,000.00
P22-02918	Extreme Clean	WAREHOUSE	Stores Supplies	2,785.88
P22-02919	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,357.06

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02920	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	295.85
P22-02921	Amazon Com	RISK MGMT	Ergo Materials and Supplies	320.01
P22-02922	Uline	SIERRA LINDA	Materials/Sup-Instruction	263.02
P22-02923	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	8,213.20
P22-02924	Uline	FREMONT	Materials and Supplies Instructional	1,847.15
P22-02925	BSN Sports	WAREHOUSE	Stores Supplies	763.24
P22-02926	Petroleum Telcom Inc DBA Telecom	RISK MGMT	Safety Materials and Supplies	1,537.68
P22-02927	HIVIS SUPPLY	FACILITIES	Materials and Supplies	419.37
P22-02928	CITY OF OXNARD C/O FIRE RECOVER Y USA, LLC	FACILITIES	Professional Service / School Inspections	345.00
P22-02929	Amazon Com	RAMONA	OEF Grant Award Order (C.Martinez)	291.44
P22-02930	Amazon Com	RAMONA	OEF Grant Award Order (C.Martinez)	376.91
P22-02931	SCHOOL TECH SUPPLY	LEMONWOOD	COMPUTER EQUIPMENT (ADMIN)	587.77
P22-02932	Petroleum Telcom Inc DBA Telecom	HARRINGTON	MATERIALS AND SUPPLIES	287.95
P22-02933	Teachers Pay Teachers	HARRINGTON	ONLINE SUBSCRIPTIONS, APPLICATIONS - INSTRUCTION	486.76
P22-02934	SCHOOL TECH SUPPLY	KAMALA	Materials & Supplies-Inst	653.32
P22-02935	SCHOOL TECH SUPPLY	HARRINGTON	4418 COMPUTER SUPPLIES	778.02
P22-02936	Matt Oppenheimer Tutorific	ED SERVICES	Serv-	580.00
P22-02937	Printech	HARRINGTON	MATERIALS & SUPPLIES	1,000.00
P22-02938	UCLA	ED SERVICES	Conf-	200.00
P22-02939	SCHOOL TECH SUPPLY	ROSE	MATL/SUPP	2,186.89
P22-02940	ROBERT YOUNG YOUNG MUSIC INC	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	495.60
P22-02941	Par Inc	Special Ed	SERV	1,312.50
P22-02942	Superior Sanitary Supplies	CNS	MATL/SUP	2,547.88
P22-02943	DUDE SOLUTIONS INC	FACILITIES	Software	1,222.20
P22-02944	SCHOOL NUTRITION ASSOCIATION	CNS	dues	70.00
P22-02945	CUE, INC	TCHG & LRNG	CONF -LCAP 1.20	369.00
P22-02946	Cengage Learning, Inc	ERC	Academy Workbooks	962.00
P22-02947	BOBCAT OF VENTURA	FACILITIES	Repairs	830.40
P22-02948	KOOLCO MECHANICAL, INC.	FACILITIES	Professional Service / Lemonwood Freezer	217.50
P22-02949	Amazon Com	ASES	MTRL/SUP	149.94
P22-02950	Amazon Com	FREMONT	Materials and Supplies (Instructional)	33.78
P22-02951	Amazon Com	FREMONT	Materials and Supplies (Instructional)	179.37
P22-02952	Amazon Com	FACILITIES	Materials and Supplies	456.52
P22-02953	ALFONSO SALINAS SALINAS & SONS ROOTER SERVICE	FACILITIES	Plumbing Repairs / Fremont	575.00
P22-02954	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	SUPERINTENDEN	Conf-VCSBA Dinner Meeting	120.00
P22-02955	Drinkpod LLC	WAREHOUSE	MATL/SUP	180.26
P22-02956	Ashton Awards Inc Aswell Trophy	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	10.87
P22-02957	Nasco	LOPEZ	MATL/SUPPLY-INSTRUCTION	119.13
P22-02958	Nasco	LOPEZ	MATL/SUPPLY-INSTRUCTION	949.41
P22-02959	BARNES AND NOBLE BOOKSELLERS, INC.	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	433.04

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-02960	General Binding Corp.	KAMALA	Equip-Instructional	535.60
P22-02961	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	960.09
P22-02962	Amazon Com	DRIFFILL	MATL/SUPP-instructional Office	202.71
P22-02963	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-SAFETY	357.46
P22-02964	Smart And Final Iris Co-N. Ox. Blvd	RAMONA	Matl/supplies-ELPAC testing snacks (smart/final)	819.38
P22-02965	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	1,092.50
P22-02966	Amazon Com	CNS	MATL/SUP	2,599.67
P22-02967	CN School & Office Sol, Inc Cui-ver-Newlin	CHAVEZ	ESSER-2/EQUIP (SMITH SYSTEMS CLASSROOM FURNITURE)	538,251.70
P22-02968	Amazon Com	Special Ed	MATLS (J. MELLRING)	211.30
P22-02969	Amazon Com	CURREN	matl/sup - instructional	2,361.13
P22-02970	Amazon Com	MARSHALL	Matl/Supp-Instructional	66.68
P22-02971	Amazon Com	MARSHALL	Matl/Supp-Instructional	91.25
P22-02972	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES/ BOOKS OTHER THAN TEXTBOOKS	1,066.30
P22-02973	Amazon Com	HR	MATL/SUPP(E Mata)	163.50
P22-02974	Amazon Com	Special Ed	Matl's	32.44
P22-02975	Amazon Com	SIERRA LINDA	Material/Sup-Instruction(SPED Saldana)	189.48
P22-02976	Amazon Com	SIERRA LINDA	Material/Sup-Instruction	235.34
P22-02977	Amazon Com	SIERRA LINDA	Material/Sup-Instruction (Pascual)	205.36
P22-02978	Amazon Com	Special Ed	Materials and supplies (Sarah Leverage)	211.95
P22-02979	Amazon Com	RAMONA	PC Equipment-DLI Printers	1,620.17
P22-02980	Amazon Com	ROSE	MATL/SUPP	325.02
P22-02981	Amazon Com	ROSE	MATL/SUPP	904.51
P22-02982	Amazon Com	FACILITIES	Materials and Supplies	2,170.09
P22-02983	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS & MATS & SUPPLIES	350.19
P22-02984	Amazon Com	MARSHALL	Matl/Supp-Instructional	224.38
P22-02985	Amazon Com	MARSHALL	Matl/Supp-Instructional	24.65
P22-02986	Amazon Com	MARSHALL	Matl/Supp-Instructional	110.38
P22-02987	Amazon Com	MARSHALL	Matl/Supp-Instructional	122.44
P22-02988	Amazon Com	MARSHALL	Matl/Supp-Instructional	135.37
P22-02989	Amazon Com	ROSE	MATL/SUPP	1,730.72
P22-02990	Amazon Com	Pupil Srvs	IS Student reading books Refugee by Alan Gratz	464.60
P22-02991	SCHOOL TECH SUPPLY	Special Ed	EQUIPMENT (H.VELAZQUEZI)	105.96
P22-02992	ORIENTAL TRADING COMPANY	MARSHALL	Matl/Supp-Instructional	201.27
P22-02993	Teachers Pay Teachers	SIERRA LINDA	Material/Sup-Instruction (Bouvet)	18.00
P22-02994	CENTER FOR MATHEMATICS & TEACHING INC	LOPEZ	MATL/SUPPLY-INSTRUCTION	5,247.00
P22-02995	CITY OF OXNARD C/O FIRE RECOVERY USA, LLC	EARLY CHILDHOOD	STATE FIRE INSPECTION - HARRINGTON	115.00
P22-02996	LEONARDO SAUCEDO LEON AUTO BODY SHOP	FACILITIES	Vehicle Repair #159 / Claim # GHC0040777	4,431.66
P22-02997	Demco Inc	ELM	MATL/SUPP-INSTRUCTIONAL	282.55
P22-02998	TURF RENOVATION MACHINERY, INC	FACILITIES	Materials and Supplies	2,409.80
P22-02999	CN School & Office Sol, Inc Cui-ver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (VS - 1st-8th FURNITURE)	299,780.58

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03000	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (GLOBAL)	12,886.87
P22-03001	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (CNS KITCHEN)	2,753.20
P22-03002	THE STEPPING STONES GROUP LLC	Special Ed	SERV(SLPA- K.MEAD)	44,064.00
P22-03003	WESTCHESTER LEARNING LLC DBA. GEMM LEARNING	Special Ed	Online Programs	1,545.00
P22-03004	CRISIS PREVENTION INSTITUTE	Special Ed	MAT/SUPL(BHX)	11,386.75
P22-03005	TOM HENSON HENSON MUSIC CENTER	MARSHALL	Matl/Supp-Instructional	2,848.32
P22-03006	Ashton Awards Inc Aswell Troph y	MARSHALL	Matl/Supp-Instructional	45.89
P22-03007	CHG MEDICAL STAFFING INC DBA / COMPHEALTH MEDICAL STAFFING	Special Ed	SERV(SALMONSON-SLP)	62,640.00
P22-03008	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	MTRL/SUPL	107.75
P22-03009	Lakeshore Learning Materials	RAMONA	matl/supplies-TK/K counting collection manip.	1,090.71
P22-03010	SCHOLASTIC-FACE AND LITERACY I NITIATIVES	SAN MIGUEL	Books other than Textbooks	587.77
P22-03011	Lakeshore Learning Materials	HARRINGTON	Mat/Sup - Instruction	295.63
P22-03012	SCHOLASTIC-TEACHER STORE	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS	595.36
P22-03013	SCHOLASTIC-TEACHER STORE	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS	1,131.28
P22-03014	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	228.22
P22-03015	NICHOLAS JONES HARE SPORTS LLC	SORIA	Matl/Sup - Instructional	2,676.63
P22-03016	Perma Bound Books	SORIA	BKS - Instructional	365.77
P22-03017	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	337.29
P22-03018	360 Degree Customer, Inc	Special Ed	SERV(PARA-M.KELLY)	54,250.00
P22-03019	County First Fire Protection	FACILITIES	Professional Service / Facilities	863.76
P22-03020	Amazon Com	SIERRA LINDA	Material/Sup-Instr.Alvarado	236.19
P22-03021	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (PE COACHES)	4,156.00
P22-03022	Uline	ASES	EQUIP	2,408.39
P22-03023	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	63.33
P22-03024	Uline	GRAPHICS	Materials and Supplies	651.81
P22-03025	EREFLECT INC	KAMALA	Materials & Supplies-Inst	437.77
P22-03026	Uline	ERC	Supplies	317.11
P22-03027	SMART AND FINAL-C.I. BLVD	MCAULIFFE	Guest Snacks Read Across America	218.50
P22-03028	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (ROOM 144)	17,680.10
P22-03029	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (CNS LOUNGE)	6,618.55
P22-03030	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (OFFICE #113)	2,623.98
P22-03031	SMART AND FINAL-C.I. BLVD	WAREHOUSE	Stores Supplies	342.90
P22-03032	LABSOURCE, INC	WAREHOUSE	Stores Supplies	2,773.04
P22-03033	School Health Corporation	WAREHOUSE	Stores Supplies	220.77
P22-03034	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,018.81
P22-03035	Veritiv Operating Company	WAREHOUSE	Stores Supplies	19,153.71

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03036	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/MATL-SUP (ROOM #223)	3,482.31
P22-03037	SCHOOL TECH SUPPLY	RITCHEN	MATL/SUP-Instructional	458.72
P22-03038	CDW G	RITCHEN	COMPUTER EQUIPMENT OVER \$500-Instructional	1,942.75
P22-03039	JAMES ELECTRONICS LTD JAMECO ELECTRONICS	RITCHEN	MATL/SUP - Instructional	595.01
P22-03040	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Insturctional	140.93
P22-03041	Teachers Pay Teachers	RITCHEN	MATL/SUP-Instructional	34.95
P22-03042	GREENWOOD PUB GROUP LLC HEINEM ANN	SORIA	BKS - Instructional	32.31
P22-03043	Newsela, Inc	CURREN	serv - instructional	6,600.00
P22-03044	Perma Bound Books	SORIA	BKS - Instructional	653.75
P22-03045	GREENWOOD PUB GROUP LLC HEINEM ANN	SORIA	BKS - Instructional	269.12
P22-03046	Cardea Services	ED SERVICES	Conf-	600.00
P22-03047	Amazon Com	RISK MGMT	office materials and supplies	66.64
P22-03048	Amazon Com	RITCHEN	MATL/SUP-Instructional	519.14
P22-03049	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	450.00
P22-03050	Amazon Com	RITCHEN	MATL/SUP-Instructional	356.05
P22-03051	Amazon Com	DRIFFILL	MATL/SUPP-C.ChavezSpeech	335.96
P22-03052	Amazon Com	SORIA	Matl/Sup - Instructional	172.90
P22-03053	Amazon Com	MARINA	MATL/SUPL-Instr	451.79
P22-03054	Amazon Com	ED SERVICES	MAT/SUPP	179.06
P22-03055	POSTCARDGURU PRINT & PROMO	ASES	MTRL/SUP	61,027.05
P22-03056	NETWORK CRAZE TECHNOLOGIES INC	HARRINGTON	4318 COMPUTER SUPPLIES	268.44
P22-03057	Staples Direct	RITCHEN	MATL/SUP-Instructional	45.96
P22-03058	Amazon Com	RITCHEN	MATL/SUP-Instructional	1,007.10
P22-03059	Amazon Com	FRANK	OEFR GRANT/ C. REAGAN	738.62
P22-03060	Office Depot Bus Ser Div	SORIA	Matl/Sup - Instructional	505.97
P22-03061	Amazon Com	FRANK	OEFR GRANT/ C. HERNANDEZ	738.62
P22-03062	Amazon Com	FRANK	OEFR GRANT/ M.FRAZER	738.62
P22-03063	Amazon Com	FRANK	OEFR GRANT/ R. GRANILLO	738.62
P22-03064	US GAMES	RITCHEN	MATL/SUP-INSTRUCTIONAL	2,360.67
P22-03065	Owl Brand Discovery Kits	FREMONT	Materials and Supplies (Instructional)	33.74
P22-03066	SCHOOL TECH SUPPLY	IT	Repair, Computer	294.78
P22-03067	MOORPARK COLLEGE FOUNDATION AM ERICA TEACHING ZOO	RITCHEN	SERVICES-Instructional	325.00
P22-03068	Amazon Com	TCHG & LRNG	MTLS- LCAP 1.20 (LCFF) (sub workshop)	220.33
P22-03069	Ventura Co Office Of Education	DRIFFILL	Bks-Tapia	1,311.00
P22-03070	Amazon Com	FREMONT	Materials and Supplies (Instructional)	216.29
P22-03071	California School Boards Assoc	SUPERINTENDEN	Foundations of Effective Governance	399.00
P22-03072	SCHOOL TECH SUPPLY	BUDGET	Desktop Computer, Monitors, & Equip.	2,269.19
P22-03073	Lakeshore Learning Materials	MARINA	MATL/SUPL-Instructional	803.91
P22-03074	Lakeshore Learning Materials	KAMALA	Materials & Supplies-Inst	163.71
P22-03076	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,564.59
P22-03077	Amazon Com	MCKINNA	matls/sup-instructional	736.94

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03078	Amazon Com	MCKINNA	matl/sup-instructional	529.56
P22-03079	Staples Direct	WAREHOUSE	STORES SUPPLIES	1,076.72
P22-03080	CAESARS PALACE	ASES	CONF	778.91
P22-03081	THE STERLING HOTEL	BUSINESS	CONF - CASBO 2022 (VM,MCP,MD)	2,318.09
P22-03082	CN School & Office Sol, Inc Cu Iver-Newlin	CHAVEZ	ESSER-2/EQUIP/MATL-SUP (FRC RECEPTION)	3,505.88
P22-03083	UNDERWOOD FAMILY FARMS LP	MCAULIFFE	SERV-Instructional	660.00
P22-03084	Children's Museum of Santa Barbara, MOXI	RAMONA	entrance fees-MOXI field trip (4/28/22)	588.00
P22-03085	Children's Museum of Santa Barbara, MOXI	MARSHALL	Service	792.00
P22-03086	Six Flags Magic Mountain Attn Group Sales	LEMONWOOD	SERV -Instructional	2,094.84
P22-03087	BSN Sports	FRANK	Matl/Sup - instructional	87.40
P22-03088	CABE	SUPERINTENDEN	CONF	740.00
P22-03089	NATIONAL AFTERSCHOOL ASSOC.	ASES	CONF	940.00
P22-03090	Omni San Diego Hotel	ED SERVICES	CONF	3,094.20
P22-03091	Southern Calif Edison Co	FACILITIES	Fees / Bond Funds / Rose Ave	4,850.88
P22-03092	APPA, THE ASSOC. OF HIGHER EDU . FACILITIES OFFICERS	FACILITIES	Memebership	600.00
P22-03093	Acorn Paper Products Co	CNS	MATL/SUP	356.87
P22-03094	KNOWLAND CONSTRUCTION SVCS	FACILITIES	BOND/BLDG/MCK RECON PROJ (DSA IOR SVCS)	14,952.00
P22-03095	Educational Innovations	TCHG & LRNG	MATL/SUP LCAP 1.9/LCFF (Science)	569.80
P22-03096	Amazon Com	RISK MGMT	Ergonomic Materials and Supplies	572.59
P22-03097	Amazon Com	RISK MGMT	Ergonomic Materials and Supplies	515.89
P22-03098	Amazon Com	ASES	MTRL/SUP	28.70
P22-03099	Amazon Com	FREMONT	OEFR GRANT (S.TODD)	193.03
P22-03100	Home Depot Inc	FREMONT	OEFR GRANT (S.TODD)	145.56
P22-03101	Amazon Com	TCHG & LRNG	MATL/SUP - LCAP 1.20 LCFF (Sub workshop)	42.55
P22-03102	LA LIBRERIA INC	ED SERVICES	Supp- Title I	189.80
P22-03103	CARNEGIE FOUNDATION FOR THE ADVANCEMENT OF TEACHING	ED SERVICES	CONF-Carnegie Foundation Summit 2022	4,860.00
P22-03104	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	1,275.26
P22-03105	SOUTHERN CALIFORNIA KINDERGARTEN CONFERENCE INC	SIERRA LINDA	Intruction-Conference, J. Newman	264.00
P22-03106	Amazon Com	MCKINNA	matl-sup-instructional	139.33
P22-03107	Amazon Com	ELM	MATT/SUPP	473.86
P22-03108	Amazon Com	ELM	BOOKS OTHER THAN	523.50
P22-03109	Amazon Com	MCAULIFFE	Materials/Supplies- Instructional	24.57
P22-03110	Amazon Com	KAMALA	Materials & Supplies-Inst	129.95
P22-03111	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	259.77
P22-03112	Amazon Com	ED SERVICES	MAT/SUPP	184.54
P22-03113	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	1,263.61
P22-03114	Amazon Com	RISK MGMT	Office Materials and Supplies	42.90
P22-03115	TOM HENSON HENSON MUSIC CENTER	LOPEZ	MATL/SUPPLY-INSTRUCTION	594.87

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03116	Morris Printing Group, Inc School Mate	MCKINNA	mat/sup-instructional	1,204.50
P22-03117	Petroleum Telecom Inc DBA Telecom	LEMONWOOD	EQUIPMENT	323.84
P22-03118	Staples Direct	KAMALA	Materials & Supplies-Inst	131.09
P22-03119	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	491.41
P22-03120	CUE, INC	SIERRA LINDA	Cue Conference on March 17-19	738.00
P22-03121	Dial Security	FACILITIES	SERV (DISTRICT WIDE ALARM MONITOR/MAINT)	108,830.16
P22-03122	Ashton Awards Inc Aswell Trophy	LEMONWOOD	MAT/SUPPLIES (Instructional)	34.85
P22-03123	SAFE & CIVIL SCHOOLS	SIERRA LINDA	PBIS Training.	1,911.88
P22-03124	RAINBOW MEALWORMS, INC	TCHG & LRNG	MATL/SUP LCAP 1.9/LCFF (Science)	100.18
P22-03125	SMART AND FINAL-C.I. BLVD	SORIA	Mat/Sup - Instructional	500.00
P22-03126	SHERMAN GARNETT & ASSOCIATES	ED SERVICES	4200 - Books (Guidelines on Discipline)	1,809.94
P22-03127	SCSNA	CNS	conference	150.00
P22-03128	Amazon Com	FREMONT	Materials and Supplies (Instructional)	84.12
P22-03129	Amazon Com	IT	MAT/SUP	450.38
P22-03130	LEONARDO SAUCEDO LEON AUTO BODY SHOP	FACILITIES	Vehicle Repair / Claim # GHC0040497	2,846.95
P22-03131	Southwest Airlines	ASES	CONF	233.96
P22-03132	MARGARITAVILLE RESORT PALM SPRINGS	SIERRA LINDA	CUE Conference Hotel Reservations	3,176.68
P22-03135	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,492.36
P22-03136	Lakeshore Learning Materials	LOPEZ	MTL/SUPPLY-INSTRUCTION	976.74
P22-03137	GREENWOOD PUB GROUP LLC HEINEMANN	KAMALA	Materials & Supplies-Inst	747.99
P22-03138	HOTEL INDIGO SAN DIEGO GASLAMP	ED SERVICES	CONF	2,323.00
P22-03139	Extreme Clean	WAREHOUSE	Stores Supplies	2,458.13
P22-03140	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,251.50
P22-03141	Uline	WAREHOUSE	Stores Supplies	1,001.34
P22-03142	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	113.81
P22-03143	FIRE RECOVERY USA, LLC	FACILITIES	Fire Inspection Fees / Harrington	115.00
P22-03144	Amazon Com	ED SERVICES	MATL/SUP (Science B-WET Grant)	192.53
P22-03145	Amazon Com	FACILITIES	Materials and Supplies	657.49
P22-03146	Amazon Com	TCHG & LRNG	MATL/SUP LCAP 1.9/LCFF (Science)	711.84
P22-03147	Old Mission Santa Barbara, Inc	LEMONWOOD	SERVICES Instructional)	146.00
P22-03148	Amazon Com	IT	MAT/SUP	635.56
P22-03149	School Health Corporation	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	527.52
P22-03150	Lakeshore Learning Materials	HARRINGTON	MATERIALS & SUPPLIES	599.78
P22-03151	Lakeshore Learning Materials	SORIA	Mat/Sup - Instructional	43.69
P22-03152	GOBULK.COM	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	351.79
P22-03153	Gopher Sport	FREMONT	Materials and Supplies Instructional	333.43
P22-03154	NETWORK CRAZE TECHNOLOGIES INC	IT	MAT/SUP (Phones)	5,127.48
P22-03155	Ashton Awards Inc Aswell Trophy	EFCE	Materials LCFF	249.09
P22-03156	Petroleum Telecom Inc DBA Telecom	KAMALA	Materials & Supplies-Inst	655.34

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**Includes Purchase Orders dated 02/15/2022 - 04/04/2022**

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03157	Office Depot Bus Ser Div	ED SERVICES	Supp- LCAP1.20	400.00
P22-03158	SMART AND FINAL-C.I. BLVD	MARSHALL	Matl/Supp-Instructional	109.25
P22-03159	COSTCO WHOLESALE CORPORATION	MARSHALL	Matl/Supp-Instructional	382.38
P22-03160	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	239.83
P22-03161	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	393.28
P22-03162	Lakeshore Learning Materials-V	FREMONT	MATL/SUP (Instructional)	65.55
P22-03163	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	327.62
P22-03164	Amazon Com	FREMONT	Materials and Supplies (Instructional)	48.05
P22-03165	Amazon Com	DISTRICT OFFICE	Materials and Supplies	208.27
P22-03166	Amazon Com	KAMALA	Materials & Supplies-Inst	535.47
P22-03167	Ventura Co Office Of Education	HARRINGTON	TRAVEL & CONFERENCE	100.00
P22-03168	Amazon Com	ED SERVICES	MAT/SUPP	70.83
P22-03169	APPLE INC EDUCATION	RITCHEN	COMPUTER SUPPLIES-Instructional	5,457.04
P22-03170	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	890.30
P22-03171	Lakeshore Learning Materials	LOPEZ	MTL/SUPPLY-INSTRUCTION	976.74
P22-03172	GOBULK.COM	LOPEZ	MATL/SUPPLY-INSTRUCTION	918.23
P22-03173	Amazon Com	LEMONWOOD	MAT/SUPPLIE (Instructional)	170.53
P22-03174	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	164.85
P22-03175	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	365.80
P22-03176	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	810.14
P22-03177	CDW G	ED SERVICES	SUBSCRIPTION-ZOOM/Webinar	80,175.00
P22-03178	BAVCO	FACILITIES	Grounds Equipment	6,210.79
P22-03179	SANTA BARBARA ZOO	CHAVEZ	ENTRANCE FEES-FIELDTRIP	651.00
P22-03180	JW Pepper And Son Inc	MARSHALL	Matl/Supp-Instructional	685.93
P22-03181	MOBILE MINI TANK+PUMP	FACILITIES	Prof.Service /McA Water Damage /Claim# GHC0040810	5,829.72
P22-03182	Superior Sanitary Supplies	CNS	MATL/SUP	1,650.67
P22-03183	Dept Of Toxic Substances Ctr	FACILITIES	Fees / Lemonwood	3.17
P22-03184	INTERSTATE RESTORATION, LLC	FACILITIES	Prof.Service/McA Water Damage/Claim:GHC0040810	119,051.30
P22-03185	CALIF DEPT. OF GENERAL SVCS	HR	SERV (Rif Hearing for 2021)	3,543.50
P22-03186	Office Depot Bus Ser Div	BREKKE	Materials and Supplies	500.70
P22-03187	Office Depot Bus Ser Div	MARSHALL	Matl/Supp-Instructional	65.55
P22-03188	EACCESS SOLUTIONS, INC HONEYWELL STORE	FACILITIES	COVID Materials and Supplies	13,933.14
P22-03189	STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES	FACILITIES	DMV Fees	28.00
P22-03190	Petroleum Telcom Inc DBA Telecom	SORIA	EQUIP - Instructional	5,466.91
P22-03191	FIRE RECOVERY USA, LLC	FACILITIES	Professional Service / Soria	300.00
P22-03192	MARGARITAVILLE RESORT PALM SPRINGS	TCHG & LRNG	CONF -LCAP 1.20 (TOSA)	1,022.25
P22-03193	Home Depot Inc	DRIFFILL	MATL/SUPP-Student awards Valencia	504.76
P22-03194	Southwest Airlines	BUSINESS	CONF - CASBO 2022 (VM,MCP,MD) flights	613.85
P22-03195	SCHOLASTIC-TEACHER STORE	FREMONT	BOOKS - INSTRUCTIONAL	286.91
P22-03196	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	CNS	MATL/SUP	2,669.58

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-03197	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	CNS	MATL/SUP	2,855.14
P22-03198	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	CNS	MATL/SUP	2,441.41
P22-03199	CABE	ROSE	CONF/TRAVEL	5,895.00
P22-03200	SCHOOL TECH SUPPLY	PERSONNEL	Computer equipment	66.60
P22-03201	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	682.81
P22-03202	Lakeshore Learning Materials	MCAULIFFE	Material/Supplies-Instructional	1,425.68
P22-03203	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,468.94
P22-03204	Lakeshore Learning Materials	SIERRA LINDA	Material/Sup-Instr.. Anderson	209.73
P22-03205	First Book	FREMONT	BOOKS (INSTRUCTIONAL)	61.28
P22-03206	Perma Bound Books	LOPEZ	BOOKS/SUPPLY-INSTRUCTION	8,168.12
P22-03207	Amazon Com	SAN MIGUEL	Materials & Supplies; H. Jones	284.87
P22-03208	Amazon Com	FRANK	MATL/SUP - Instructional (Sp. Ed. P. Nippard)	197.32
P22-03209	SMART AND FINAL-C.I. BLVD	SAN MIGUEL	Materials & Supplies; Infant Department	146.60
P22-03210	Amazon Com	ROSE	MATL/SUPP	1,226.29
P22-03211	Amazon Com	SAN MIGUEL	Materials & Supplies- Infant Dept.	157.33
P22-03212	Ventura Co Office Of Education	SAN MIGUEL	Travel & Conference	50.00
P22-03213	Amazon Com	Special Ed	MATLS (DANIELLE/MUTH)	536.01
P22-03214	Amazon Com	SAN MIGUEL	Mat & Sup, Cassie Allison- Classroom Funds	178.29
P22-03215	Walmart	SAN MIGUEL	Mat & Sup; M. Alba- Classroom Funds	27.31
P22-03216	Amazon Com	Special Ed	Materials and supplies (Shannon Billings)	35.12
P22-03217	Amazon Com	FREMONT	Materials and Supplies (Instructional)	163.92
P22-03218	Amazon Com	Special Ed	Materials and supplies (Erika Dowd)	88.13
P22-03219	360 Degree Customer, Inc	Special Ed	SERV(PARA-L.NAVA)	36,400.00
P22-03220	360 Degree Customer, Inc	Special Ed	SERV(PARA-B.TORRES)	37,700.00
P22-03221	360 Degree Customer, Inc	Special Ed	SERV(PARA-D.ALCARAZ)	39,000.00
P22-03222	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	623.59
P22-03223	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	82.37
P22-03224	Office Depot Bus Ser Div	WAREHOUSE	STORES- PPE SUPPLIES (CLOROX WIPES)	2,568.95
P22-03225	Amazon Com	Special Ed	TLC-Music Equipment	930.12
P22-03226	Amazon Com	Special Ed	Matl's	191.87
P22-03227	Caldwell Flores Winters, Inc	BUSINESS	SERV-State Aid.Agrmt 19-184.Expires 11/2024.	35,407.58
P22-03228	CASP	Special Ed	MEMBERSHIP(D. JEFFERSON)	155.00
P22-03229	Amazon Com	Special Ed	MATLS (DANIELLE)	1,048.92
P22-03230	Amazon Com	ED SERVICES	MAT/SUPP	147.63
P22-03231	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	100.68
P22-03232	Amazon Com	FREMONT	Materials and Supplies (Instructional)	24.02
P22-03233	SCRIPPS MEDIA INC VENTURA COUN TY STAR	PURCHASING	SERVICE/ LEGAL AD (ROOFING PROJECT 2022)	2,422.32
P22-03234	Amazon Com	CNS	MATL/SUP	402.97
P22-03235	Amazon Com	SP & SO	Matl/Suppl - Office LCAP 1.28	26.70
P22-03236	Amazon Com	FACILITIES	Materials and Supplies	450.96
P22-03237	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	CHAVEZ	SERVICES-INSTRUCTIONAL	383.93

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-03238	ALTERNATIVE BEHAVIOR STRATEGIE S, LLC	Special Ed	SERV	32,674.00
P22-03239	AUTISM SOCIETY VENTURA COUNTY	PERSONNEL	Serv	100.00
P22-03240	School Life, div of ImageStuff	ELM	MATL/SUPP-INSTRUCTIONAL	402.09
P22-03241	Kenz Muffler Service	WAREHOUSE	Repairs	1,177.79
P22-03242	PETER TAGLES DBA. PETE'S MOVIN G LLC	FACILITIES	Prof Service /McA Water Damage /Claim# GHC0040810	3,780.00
P22-03243	Willdan Financial Services	BUSINESS	SERV-GO, 2016 Election, Series A - Arbitrage	3,000.00
P22-03244	School Datebooks	ELM	MATL/SUPP-INSTRUCTIONAL	1,124.70
P22-03245	Super Duper Inc	Special Ed	Materials and supplies (Kim Dapron)	260.67
P22-03246	CASBO	PERSONNEL	Serv	200.00
P22-03247	Super Duper Inc	Special Ed	Materials and supplies (Cristina Kazzi)	250.87
P22-03248	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL	2,701.54
P22-03249	Teachers Pay Teachers	Special Ed	Materials and supplies (Sally Cantos)	269.63
P22-03250	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	1,163.31
P22-03251	Sunshine Cottage Sch For Deaf	SAN MIGUEL	Materials & Supplies	670.58
P22-03252	Demco Inc	ELM	MATL/SUPP	1,115.34
P22-03253	Rochester 100, Inc	HARRINGTON	MATERIALS & SUPPLIES	870.00
P22-03254	ARTS & HEALING INITIATIVE	Special Ed	Virtual Training	345.00
P22-03255	Super Duper Inc	Special Ed	Materials and supplies (Shanna Muth)	232.71
P22-03256	EVENTOS ANA, INC.	LEMONWOOD	SERV	650.00
P22-03257	Demco Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	354.86
P22-03258	FROG STREET PRESS, LLC	EARLY CHILDHOOD	Mat/Sup - Instruction (RSG)	3,459.12
P22-03259	NEW MANAGEMENT, INC	SAN MIGUEL	Materials & Supplies	131.18
P22-03260	Lakeshore Learning Materials	SIERRA LINDA	Materials/Sup-Instruction (V.Gonzalez)	192.20
P22-03262	BOOM LEARNING	Special Ed	Mareials and supplies (Nora Brosnan)	250.00
P22-03263	VARI SALES CORP.	PERSONNEL	mtls	732.52
P22-03264	Lakeshore Learning Materials	MARSHALL	Mat/Supp-Instructional	237.00
P22-03265	PEARSON ASSESSMENT	Special Ed	MAT/SUPL	697.47
P22-03266	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	745.38
P22-03267	School Life, div of ImageStuff	ELM	MATL/SUPP-IINSTRUCTIONAL	50.09
P22-03268	Urbane Cafe Alex Bello-Mgr	BUSINESS	MATL/SUP	600.00
P22-03269	ARROW RESTAURANT EQUIPMENT & S UPPLIES INC	CNS	MATL/SUP	312.35
P22-03270	Aswell Trophy And Engraving	ED SERVICES	MATL/SUPPL	13.11
P22-03271	BMI Systems Group	IT	Mat/Sup COVID	1,753.46
P22-03272	Ventura Co Office Of Education	Special Ed	SERV (HEARING CONSERVATION SVCS)	75,000.00
P22-03273	Boxwood Technology Inc	PERSONNEL	Serv	330.00
P22-03274	Amazon Com	MCKINNA	mat/sup-instructional	504.92
P22-03275	Amazon Com	LEMONWOOD	MAT/SUPPLIES	92.34
P22-03276	Amazon Com	MARSHALL	Mat/Supp- Instructional	75.03
P22-03277	Amazon Com	SIERRA LINDA	Materials/Sup-Instr..RSP Gonzalez Villalpando	179.38
P22-03278	Amazon Com	MARSHALL	Mat/Supp-Instructional	566.05

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-03279	Amazon Com	MARSHALL	Mat/Supp-Instructional	83.42
P22-03280	Staples Direct	FREMONT	Materials and Supplies (Intructional)	264.21
P22-03281	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	96.14
P22-03282	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	512.42
P22-03283	Amazon Com	Special Ed	Matl's	101.10
P22-03284	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	599.49
P22-03285	Amazon Com	ELM	MATL/SUPP	693.54
P22-03286	Amazon Com	RITCHEN	MATL/SUP-Instructional	226.30
P22-03287	SCHOOL TECH SUPPLY	MARINA	MATL/SUPL-INSTR	3,641.84
P22-03288	Aswell Trophy And Engraving	RAMONA	Mat/Supplies-African American Speech Trophies	24.31
P22-03289	GOBULK.COM	DRIFFILL	MATL/SUPP-instructional Alma	622.88
P22-03290	Costco Wholesale	DRIFFILL	MATL/SUPP-instructionalGuillen	500.00
P22-03291	Amazon Com	RAMONA	mat/supplies-headphones (lexia/rosetta)	655.04
P22-03292	Ashton Awards Inc Aswell Troph y	PERSONNEL	Matls/sup	80.30
P22-03293	Veritiv Operating Company	WAREHOUSE	Stores Supplies	14,916.67
P22-03294	JOSE C. CASTANEDA PROVISION EN TERTAINMENT DJS	MARSHALL	Service	300.00
P22-03295	Editorial Projects in Ed, Inc Education Week	ED SERVICES	Magazine Subscription	97.00
P22-03296	DIVERSE NETWORK ASSOC. INC DBA /CATAPULTK12	Pupil Srvs	SERV/SUPP CONC	11,089.00
P22-03297	Mobile Zoo of Southern CA.	RITCHEN	SERV/SUPP CONC	1,747.00
P22-03298	Rodney Allen Spicer dba/ Gold Coast K9	Pupil Srvs	SUPP CONC/SERV	7,800.00
P22-03299	Amazon Com	MARSHALL	Mat/Supp-Instructional	1,410.73
P22-03300	Lakeshore Learning Materials-V	ROSE	MATLS/SUPPL(ALFERES)	204.13
P22-03301	Amazon Com	ED SERVICES	MATL/SUP	2,120.33
P22-03302	Amazon Com	TRANSPORTATIOI	SUPPLIES	28.61
P22-03303	Amazon Com	TRANSPORTATIOI	SUPPLIES	45.29
P22-03304	PROFESSIONAL TUTORS OF AMERICA INC.	Special Ed	SERV	10,000.00
P22-03305	APPA, THE ASSOC. OF HIGHER EDU . FACILITIES OFFICERS	FACILITIES	Conference / D. Miller, M. Lopez, K. Noriega	1,485.00
P22-03306	CN School & Office Sol, Inc Cu lver-Newlin	TRANSPORTATIOI	EQUIP/MTLS/SUP (OFFICE)	4,972.51
P22-03307	Museum of Science	EARLY CHILDHOC	mat/sup - instruction	13,161.31
P22-03308	GROUPINGPRO, LLC	RAMONA	online sub-groupingpro articulation card	449.00
P22-03309	ACSA/FEA	FACILITIES	ACSA-Region 13 (Conference)	329.00
P22-03310	FIRE RECOVERY USA, LLC	FACILITIES	Professional Service / Rose Avenue	115.00
P22-03311	Ventura Co Office Of Education	HR	SERV (TPSL training)	1,800.00
P22-03312	PAEZ ELECTRONICS INC TECHTRONI X	TRANSPORTATIOI	SERVICES	1,000.00
P22-03313	Mercury Disposal System, Inc	WAREHOUSE	Service	799.05
P22-03314	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction (RSG)	23,917.56
P22-03315	Amazon Com	ASES	MTRL/SUP	457.33
P22-03316	Amazon Com	ASES	MATL/SUP	953.90
P22-03317	Amazon Com	Pupil Srvs	MAT/SUP- IS Books	464.60
P22-03318	Amazon Com	ASES	MTRL/SUP	45.70

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P22-03319	Amazon Com	ASES	MTRL/SUP	253.15
P22-03320	Amazon Com	ASES	MTRL/SUP	22.23
P22-03321	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	863.52
P22-03322	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	332.87
P22-03323	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	320.66
P22-03324	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	257.90
P22-03325	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES T1	422.55
P22-03326	Amazon Com	LEMONWOOD	BOOKS (Instructional)	158.88
P22-03327	Amazon Com	LEMONWOOD	BOOKS (Instructional)	21.04
P22-03328	Teachers Pay Teachers	HARRINGTON	MATERIALS & SUPPLIES	248.20
P22-03329	Lakeshore Learning Materials	HARRINGTON	MATERIALS & SUPPLIES	54.60
P22-03330	AG Designs 805	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,845.73
P22-03331	Demco Inc	ELM	MATL/SUPP	58.42
P22-03332	GENERATION GENIUS, INC	ELM	SUBSCRIPTIONS	995.00
P22-03333	Superior Sanitary Supplies	LEMONWOOD	MAT/SUPPLIES (Instructional)	114.42
P22-03334	MIND RESEARCH INSTITUTE	ED SERVICES	SOFTWARE-LCAP 1.05 (Annual Renewal)	196,219.20
P22-03335	CDW G	HARRINGTON	Materials & Supplies	392.53
P22-03336	Lakeshore Learning Materials	LEMONWOOD	MAT/SUPPLIES (Instructional)	198.76
P22-03337	General Binding Corp.	MCKINNA	matl/sup-instructional	760.11
P22-03338	History Brought To Life	MCKINNA	serv-instructional	810.00
P22-03339	Office Depot Bus Ser Div	ROSE	Mat/Sup - Instruction	402.02
P22-03340	Ventura Co Office Of Education	ED SERVICES	CONF-D. West	100.00
P22-03341	Apperson, Inc.	PERSONNEL	mtls	300.02
P22-03342	ACSA REGION XIII	ED SERVICES	Registration	385.00
P22-03343	BSN Sports	WAREHOUSE	Stores Supplies	235.98
P22-03344	Extreme Clean	WAREHOUSE	Stores Supplies	2,367.99
P22-03345	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	460.16
P22-03346	Henry Schein	WAREHOUSE	Stores Supplies	166.76
P22-03347	CN School & Office Sol, Inc Cu Iver-Newlin	LOPEZ	EQUIP (OFFICE MGR. DESK)	3,102.99
P22-03348	US GAMES	RITCHEN	MATL/SUP-INSTRUCTIONAL	111.44
P22-03349	Hand2mind	LOPEZ	MATL/SUPPLY-INSTRUCTION	119.24
P22-03350	Flinn Scientific Inc	FRANK	Mat/Sup - Instructional	731.65
P22-03351	Office Depot Bus Ser Div	ASES	MAT/SUPL SumSch2022 LCAP 1.12	100,000.00
P22-03352	Amazon Com	RITCHEN	MATL/SUP-Instructional	220.70
P22-03353	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	869.31
P22-03354	Amazon Com	FREMONT	Materials and Supplies (Instructional)	221.09
P22-03355	Amazon Com	FREMONT	Materials and Supplies (Instructional)	62.01
P22-03356	Amazon Com	SORIA	Mat/Sup - Instructional	51.86
P22-03357	Amazon Com	FREMONT	Materials and Supplies (Instructional)	108.42
P22-03358	Amazon Com	SORIA	BKS - Instructional	56.49
P22-03359	Amazon Com	SORIA	Mat/Sup - Instructional	90.08
P22-03360	Amazon Com	RITCHEN	MATL/SUP-Instructional	533.20
P22-03361	Amazon Com	FREMONT	Materials and Supplies (Instructional)	57.67
P22-03362	Amazon Com	FRANK	Mat/Sup - Instructional	2,341.78
P22-03363	Amazon Com	FREMONT	Materials and Supplies (Instructional)	226.08
P22-03364	Petroleum Telcom Inc DBA Telec om	FREMONT	Materials and Supplies	200.75

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03365	PPG ARCHITECT COATINGS, LLC	WAREHOUSE	Stores Supplies	931.33
P22-03366	School Health Corporation	WAREHOUSE	Stores Supplies	865.91
P22-03367	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	11,008.25
P22-03368	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	CHAVEZ	SERVICES-INSTRUCTIONAL	111.82
P22-03369	Printech	CURREN	matl/sup - instructional	1,491.26
P22-03370	Amazon Com	SORIA	BKS - Instructional	228.93
P22-03371	Jesus Banos Tubayas T-Shirts	MCKINNA	matls/sup-instructional	760.38
P22-03372	VEX ROBOTICS LLC	FRANK	matl/Sup - Instructional	184.47
P22-03373	CABE	SORIA	CONF - Parent	540.00
P22-03374	Staples Direct	FREMONT	Materials and Supplies (Intructional)	133.55
P22-03375	Grainger Inc	WAREHOUSE	Stores Supplies	690.11
P22-03376	Uline	WAREHOUSE	Stores Supplies	637.52
P22-03377	Petesehria, LLC PizzaMan Dan's	KAMALA	Materials & Supplies-Inst	437.00
P22-03378	DICK BLICK COMPANY BLICK ART M ATERIALS	FRANK	Matl/Sup - Instructional;	1,523.23
P22-03379	HOME COUNTY PIZZA INC DOMINO'S PIZZA	MCAULIFFE	Materials/Supplies-Instructional	546.25
P22-03380	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	4,417.28
P22-03381	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	6,395.19
P22-03382	VEX ROBOTICS LLC	FRANK	Mat/Sup - Instructional	1,176.00
P22-03383	Perma Bound Books	RITCHEN	Books other than Textbooks-Instructional	6,198.99
P22-03384	SCHOOL TECH SUPPLY	SORIA	Matl/Sup - Instructional	1,016.03
P22-03385	Rochester 100, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	966.86
P22-03386	Pacific Northwest Publishing A ncora Publishing	Special Ed	TLC Matl's	2,092.15
P22-03387	Lakeshore Learning Materials	SORIA	Matl/Sup - Instructional	463.70
P22-03388	Brainpop Com LLC	RITCHEN	Software-Instructional	4,146.25
P22-03389	SCHOOL TECH SUPPLY	FRANK	Comp.Equip - Instructional	7,983.88
P22-03390	Coast To Coast Computer Prod	FRANK	Matl/Sup - Instructional	7,967.97
P22-03391	Lakeshore Learning Materials	HARRINGTON	MATERIALS & SUPPLIES	524.27
P22-03392	Nasco	FRANK	Matl/Sup - Instructional	4,886.64
P22-03393	HEALTH 4 HIRE, INC	EFCE	CONF/PD LCAP 1.09	149.00
P22-03394	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional (J. Reyes)	250.00
P22-03395	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	177.12
P22-03396	Old Mission Santa Barbara, Inc	CURREN	serv - instructional	817.00
P22-03397	SMART AND FINAL-C.I. BLVD	BREKKE	Awards Incentives	500.00
P22-03398	Ei Pollo Loco	ED SERVICES	Supp-	163.88
P22-03399	Ventura Co Community College D	CURREN	serv - instructional	595.00
P22-03400	GENERATION GENIUS, INC	LOPEZ	LICENSE/INSTRUCTION	85.00
P22-03401	Raymond Geddes And Co Inc	CURREN	matl/sup - instructional	328.17
P22-03402	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	1,423.75
P22-03403	School Health Corporation	WAREHOUSE	Stores Supplies	557.18
P22-03404	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	781.57
P22-03405	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,598.19
P22-03406	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF-May Revise Budget webinar 5/20/22	250.00
P22-03407	Amazon Com	MCAULIFFE	Materials/Supplies-Instructional	238.46
P22-03408	Uline	ASES	MATERIALS	557.65

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03409	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	286.99
P22-03410	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	255.63
P22-03411	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	204.29
P22-03412	Amazon Com	FREMONT	Materials and Supplies (Instructional)	107.47
P22-03413	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES T1	802.78
P22-03414	Grainger Inc	MARINA	MATL/SUPL-Admin	156.66
P22-03415	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES T1	184.73
P22-03416	Amazon Com	ASES	MTRL/SUP	136.13
P22-03417	Amazon Com	CURREN	matl/sup - instructional	275.47
P22-03418	Amazon Com	RAMONA	matl/supp-3rd grade DLI science project (fossils)	78.95
P22-03419	Amazon Com	IT	MAT/SUP	36.54
P22-03420	Amazon Com	IT	MAT/SUP	255.14
P22-03421	SCHOOL TECH SUPPLY	CURREN	matl/sup - instructional	6,562.06
P22-03422	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	E&S P	SFTW-APPS LCAP 1.12	4,861.84
P22-03423	READING AND WRITING PROJECT, L LC	ASES	PD-SFTWR LCAP 1.12	1,200.00
P22-03424	Amazon Com	ROSE	SPED order see goal in notes	1,855.29
P22-03425	BARNES AND NOBLE BOOKSELLERS, INC.	LEMONWOOD	BOOKS (Instructional)	65.50
P22-03426	Extreme Clean	WAREHOUSE	Stores Supplies	2,785.88
P22-03427	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,011.91
P22-03428	Uline	WAREHOUSE	Stores Supplies	649.28
P22-03429	Atkinson,Andelson,Loya Ruud & Romo	BUSINESS	MATLS/SUP.FRISK books	250.76
P22-03430	ACCELERATE LEARNING INC	FRANK	SERV - (SOFTW. LICENSE) - INSTRUCTIONAL	214.50
P22-03431	Amazon Com	BUSINESS	MATLS & SUP	33.28
P22-03432	Amazon Com	RISK MGMT	Materials and Supplies	19.19
P22-03433	Perma Bound Books	HARRINGTON	Books Other thanTextbooks	1,350.18
P22-03434	PUBLIC EMPLOYMENT RELATIONS BO ARD	HR	SERV (Arbitration List for CSEA Grievance)	50.00
P22-03435	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF-May Revise Budget webinar 5/20/22	1,500.00
P22-03436	Headsets Com Inc	ASES	MTRL/SUP	468.68
P22-03437	PEARSON ASSESSMENT	Special Ed	MAT/SUPL	774.31
P22-03438	AMERICAN ASSOCIATION OF SCHOOL ADMINISTRATORS, INC.	ASES	CONF	1,500.00
P22-03439	Lakeshore Learning Materials-V	SIERRA LINDA	Materials/Sup-Instruction (V.Gonzalez)	21.85
P22-03440	ANIXTER INC	FACILITIES	Locksmith Equipment	10,887.99
P22-03441	Amazon Com	LEMONWOOD	BOOKS (Instructional)	32.79
P22-03442	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	322.76
P22-03443	Amazon Com	MARSHALL	Matl/Supp-Instructional	182.32
P22-03444	AMERICAN PIZZA OXNARD	MARINA	MATL/SUPL-Instr	500.00
P22-03445	Amazon Com	RITCHEN	MATL/SUP-Instructional	229.24
P22-03446	Amazon Com	FREMONT	Materials and Supplies (Instructional)	55.23
P22-03447	Amazon Com	FREMONT	Materials and Supplies (Instructional)	435.46
P22-03448	WESTGROUP KONA KAI, LLC	SUPERINTENDEN	Lodging for Leadership Associates Superintendents	552.70

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03449	Amazon Com	FREMONT	Materials and Supplies (Instructional)	259.80
P22-03450	Amazon Com	RITCHEN	MATL/SUP - Instructional	630.07
P22-03451	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	793.18
P22-03452	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	FACILITIES	Professional Services / McKinna	2,000.00
P22-03453	Amazon Com	RITCHEN	MATL/SUP-Instructional	233.04
P22-03454	Amazon Com	FREMONT	Materials and Supplies (Instructional)	477.54
P22-03455	Amazon Com	RITCHEN	MATL/SUP-Instructional	199.75
P22-03456	Amazon Com	SORIA	Mat/Sup - Instructional	946.39
P22-03457	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS T1	333.16
P22-03458	Amazon Com	ROSE	Mat'l's and Supplies	450.02
P22-03459	Amazon Com	ROSE	Materials & Supplies	307.43
P22-03460	Amazon Com	ROSE	Mat'l's and supplies	421.45
P22-03461	Amazon Com	ROSE	Mat'l's & Supplies	392.34
P22-03462	Amazon Com	ROSE	Mt's & Supplies	404.94
P22-03463	Amazon Com	ROSE	Materials & supplies	98.90
P22-03464	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS T1	145.45
P22-03465	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS	153.19
P22-03466	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS T1	106.33
P22-03467	Amazon Com	HARRINGTON	Material & Supplies -Becerra, Guadalupe RSP	167.46
P22-03468	Amazon Com	MARINA	MATL/SUPL-Inst	408.19
P22-03469	Amazon Com	HARRINGTON	Materials & Supplies - Becerra, Guadalupe RSP	96.06
P22-03470	Amazon Com	RAMONA	matl/suppl-young womens empower summit	122.58
P22-03471	Amazon Com	RAMONA	matl/suppl-young womens empower summit	430.42
P22-03472	Amazon Com	MARINA	MATL/SUPL-Instr	512.32
P22-03473	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	253.79
P22-03474	Amazon Com	MCKINNA	matl/sup-instructional	205.77
P22-03475	Amazon Com	MARINA	MATL/SUPL-Instr	230.91
P22-03476	Amazon Com	Special Ed	Materials and supplies (Erin Rivera)	32.18
P22-03477	Amazon Com	Special Ed	MATLS (L. ZWAAL)	48.21
P22-03478	Amazon Com	SORIA	Mat/Sup - Instructional	94.85
P22-03479	Amazon Com	SORIA	Mat/Sup - Instructional	290.30
P22-03480	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	142.38
P22-03481	ORIENTAL TRADING COMPANY	MARINA	MATL/SUPL-Instructional	565.10
P22-03482	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	HARRINGTON	Materials & Supplies	360.82
P22-03483	Printech	MCKINNA	comp supplies-instructional	910.33
P22-03484	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	38.23
P22-03485	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	142.62
P22-03486	Covell Graphics Fastsigns of Oxnard	LEMONWOOD	MAT/SUPPLIES	35.57
P22-03487	PANERA BREAD COMPANY PANERA LL C	HR	MATL/SUP (Negotiations)	500.00
P22-03488	Urbane Cafe Alex Bello-Mgr	HR	MATL/SUP	500.00
P22-03489	Lakeshore Learning Materials-V	SORIA	Mat/Sup - Instructional	30.57

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount
P22-03490	COSTCO WHOLESALE CORPORATION	SORIA	Mat/Sup - Instructional	500.00
P22-03491	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional (C. Garcia)	250.00
P22-03492	The Webstaurant Store, Inc	CURREN	matl/sup - instructional	855.70
P22-03493	CABE	SORIA	CONF - Instructional	11,859.09
P22-03494	Gopher Sport	MARSHALL	Mat/Supp- Instructional	174.69
P22-03495	SCHOOL'S IN, LLC	MCKINNA	matls/sup-instructional	1,161.70
P22-03496	ACSA/FEA	FACILITIES	ACSA-Region 13 (Conference)	599.00
P22-03497	School Tech Supply	FREMONT	Supplies (Instructional)	829.21
P22-03498	School Nurse Supply Co	FREMONT	Materials and Supplies (Instructional)	146.40
P22-03499	Petroleum Telcom Inc DBA Telecom	MARINA	MATL/SUPL-Admin	3,695.93
P22-03500	Ashton Awards Inc Aswell Trophy	HARRINGTON	MATERIALS & SUPPLIES	281.87
P22-03501	School Outfitters	MCKINNA	furniture-instructional	4,505.71
P22-03502	Boost Promotions	MCKINNA	matl/sup-instructional	50.68
P22-03503	Hand2mind	FREMONT	Materials and Supplies (Instructional)	233.60
P22-03504	Maad Graphics	SIERRA LINDA	Material for Students Incentives	1,427.90
P22-03505	Insect Lore Products	ROSE	Materials & Supplies	617.16
P22-03506	PARKABIKE INC. GROUND CONTROL SYSTEMS	LEMONWOOD	MAT/SUPPLIES	2,343.87
P22-03507	Dell Direct Sales Lp	IT	SERV	8,973.72
P22-03508	MANSON WESTERN LLC WESTERN PSYCHOLOGICAL SERVICES	Special Ed	MAT/SUPL	2,711.15
P22-03509	School Datebooks	HARRINGTON	MATERIALS & SUPPLIES	1,437.99
P22-03510	Teachers Pay Teachers	HARRINGTON	SOFTWARE APPS 5818	394.79
P22-03511	CRISIS PREVENTION INSTITUTE	Special Ed	MAT/SUPL(BHX-Danielle)	28.30
P22-03512	Perma Bound Books	SIERRA LINDA	Materials/Sup-Inst(Perma-Bound)	9,005.81
P22-03513	Rockwell Printing Inc.	ERC	Textbooks/Software	344.14
P22-03514	SCHOLASTIC INC	FREMONT	BOOKS - INSTRUCTIONAL	249.95
P22-03515	Staples Direct	FREMONT	Materials and Supplies (Instructional)	98.97
P22-03516	SMART AND FINAL-C.I. BLVD	SORIA	Mat/Sup - Instructional	250.00
P22-03517	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	122.81
P22-03518	California School Boards Assoc	SUPERINTENDEN	MIG Course 2: Student Learning & Achievement	424.00
P22-03519	Home Depot Inc	FREMONT	Materials and Supplies	45.86
P22-03520	Perma Bound Books	ROSE	Materials	4,572.94
P22-03521	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	4,694.76
P22-03522	PUT-IN-CUPS, LLC	RAMONA	Mat/supplies-CHAMPS/PBIS thunderbird fence	161.37
P22-03523	Amazon Com	ROSE	Materials	1,082.85
P22-03524	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES -LCFF	4,140.26
P22-03525	VANAMAN GERMAN LLP	Special Ed	SERV-ATTORNEY FEES(SPED:NC)	5,500.00
P22-03526	Amazon Com	MCKINNA	matl/sup-instructional	1,261.63
P22-03527	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	1,144.72
P22-03528	VANAMAN GERMAN LLP	Special Ed	SERV-ATTORNEY FEES(SPED:KC)	10,000.00
P22-03529	IMAGE APPAREL FOR BUSINESS	SUPERINTENDEN	MATL/SUP (POLO SHIRTS)	373.49
P22-03530	Southwest Airlines	SUPERINTENDEN	CONF - Flight arrangements	187.96
P22-03531	Southwest Airlines	ED SERVICES	CONF/TRAVEL-CALSA	172.96

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## Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Number	Vendor Name	Loc	Description	Order Amount	
P22-03532	CANON SOLUTIONS AMERICA INC	WAREHOUSE	Stores Supplies	31,192.62	
P22-03533	Children's Museum of Santa Barbara, MOXI	LEMONWOOD	SERVICES (Instructional)	384.00	
P22-03534	Lakeshore Learning Materials	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS	507.95	
P22-03535	ORIENTAL TRADING COMPANY	MCKINNA	Materials & Supplies-Instructional	207.36	
P22-03536	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS T1	320.69	
P22-03537	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS T1	102.70	
P22-03538	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS T1	97.76	
P22-03539	Amazon Com	HARRINGTON	BOOKS OTHER THAN TEXTBOOKS	196.84	
P22-03540	Amazon Com	SORIA	Matl/Sup - Instructional	518.74	
P22-03541	Amazon Com	LEMONWOOD	BOOKS (Instructional)	381.86	
P22-03542	Amazon Com	LEMONWOOD	BOOKS (Instructional)	78.56	
P22-03543	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	185.41	
P22-03544	Amazon Com	SIERRA LINDA	Materials/Sup-Instruction-Luna-Gamez	119.16	
P22-03545	Amazon Com	RISK MGMT	Ergo Materials and Supplies	506.73	
P22-03546	Amazon Com	RISK MGMT	Ergo Materials and Supplies	534.88	
P22-03547	Amazon Com	RISK MGMT	Ergo materials and supplies	249.63	
P22-03548	Rochester 100, Inc	ELM	MATL/SUPP-INSTRUCTIONAL	682.00	
P22-03549	Really Good Stuff	ELM	MATL/SUPP	895.23	
P22-03550	SCHOLASTIC-TEACHER STORE	ELM	MATL/SUPP-INSTRUCTIONAL	655.45	
P22-03551	Maad Graphics	ROSE	Materials & Supplies	327.75	
P22-03552	SCHOLASTIC-BOOK CLUBS	MARINA	MATL/SUPL-Instr	648.24	
<b>Total Number of POs</b>			<b>712</b>	<b>Total</b>	<b>3,054,609.00</b>

## Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	679	2,928,968.24
120	CHILD DEVELOPMENT FUND	4	12,218.73
130	CAFETERIA FUND	26	58,208.40
140	DEFERRED MAINTENANCE FUND	1	3.17
214	BOND FUND MEASURE D 2016	3	55,210.46
<b>Total Fiscal Year 2022</b>			<b>3,054,609.00</b>
<b>Total</b>			<b>3,054,609.00</b>

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Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00044	11,475,146.72	214-6205	BOND FUND MEASURE D 2016/PROGRAM MANAGEMEN	450,000.00
P21-03420	15,526.68	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,929.10
P22-00006	2,950,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	200,000.00
P22-00080	500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P22-00086	9,100.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,026.17-
P22-00088	3,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	315.07
P22-00091	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P22-00095	4,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00
P22-00098	500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00-
P22-00103	500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	200.00-
P22-00117	54,000.00	010-5632	GENERAL FUND/REPAIRS	4,000.00
P22-00131	500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	500.00-
P22-00133	30,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P22-00135	10,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00-
P22-00136	500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	500.00-
P22-00139	35,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	5,000.00
P22-00143	1,529.50	010-4326	GENERAL FUND/ROOFING SUPPLIES	655.50-
P22-00150	1,768,790.08	010-5520	GENERAL FUND/UTILITIES ELECTRIC	.00
P22-00167	42,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,000.00
P22-00168	26,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	689.30
P22-00172	1,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00-
P22-00183	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00-
P22-00190	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00-
P22-00193	13,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	1,000.00
P22-00197	1,014.81	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	500.00
P22-00252	827.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-00264	4,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00-
P22-00266	2,500.00	010-5632	GENERAL FUND/REPAIRS	2,500.00-
P22-00267	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00-
P22-00278	4,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	1,000.00-
P22-00300	2,000.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	27.78-
P22-00307	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	959.45
P22-00308	5,000.00	010-4324	GENERAL FUND/PAINTING SUPPLIES	1,000.00
P22-00312	4,500.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	1,000.00
P22-00318	1,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00-
P22-00320	38,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,000.00
P22-00321	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P22-00323	500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	500.00-
P22-00421	1,500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P22-00523	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P22-00554	2,748.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-00579	4,860.03	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-00632	2,476.73	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	359.81
P22-00633	45,780.29	010-5900	GENERAL FUND/COMMUNICATIONS	669.82-
P22-00660	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	196.78
P22-00747	10,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-00755	12,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P22-00757	4,331.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00

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

ESCAPE ONLINE

Includes Purchase Orders dated 02/15/2022 - 04/04/2022

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-00812	5,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P22-00814	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P22-00831	49,849.17	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	24,521.65
P22-00834	57,510.91	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	30,742.97
P22-00836	57,102.04	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	28,781.27
P22-00838	49,089.34	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	21,643.52
P22-00845	49,273.55	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	24,273.55
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,524.01
			Total PO P22-00845	31,797.56
P22-00846	66,720.91	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	35,027.46
P22-00861	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P22-00956	2,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	275.00
P22-00996	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P22-01361	900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P22-01389	259.88	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	30.46-
P22-01703	26,642.58	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	1,642.58
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,396.73
			Total PO P22-01703	3,039.31
P22-01789	727.95	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	238.94-
P22-01809	12,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P22-02054	2,567.38	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	126.73-
P22-02105	10,330.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	243.98
P22-02131	8,640.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P22-02237	250.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	117.77
P22-02378	700.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	248.37
P22-02467	833.40	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	393.27-
P22-02552	9,745.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	3,390.00
P22-02661	382.38	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	169.92
P22-02695	408.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	61.41-
P22-02703	2,749.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.44-
P22-02713	102.02	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	65.98
P22-02727	727.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.41-
P22-02729	232.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	26.72
P22-02730	232.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.58-
P22-02751	2,185.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,365.62
P22-02752	2,185.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,365.62
P22-02757	183.07	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	65.63-
P22-02759	226.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.92-
P22-02783	2,283,793.38	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	28,103.50-
P22-02792	122.06	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.35-
P22-02793	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	336.12
P22-02812	1,369.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	16.67-
			<b>Total PO Changes</b>	<b>842,731.77</b>

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

ESCAPE ONLINE

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Approval of the Oxnard School District 2022-23 School and Work Year Calendar (Torres)**

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The Oxnard School District and its Associations, the Oxnard Educators Association (OEA), California School Employees Association, Chapter 272 (CSEA), and the Oxnard Supportive Services Association (OSSA) have agreed to the 2022-2023 work calendars.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve the 2022-23 School and Work Year Calendars, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [2022-23 OSD School Calendar Final \(one page\)](#)  
[2022-23 OSD Work Year Calendar Final \(one page\)](#)

# 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
18	19	20	21	22	23	24
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
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 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			

June 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	

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)



**Oxnard School District**  
**District Work Calendars**  
**2022-2023**

	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
180	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
183	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
185	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
189	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
190	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
192	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
195	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
203a	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
203b	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
205	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
210a	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
210n	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
215	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
221	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
246	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				
186	X			H	X	X	X	X			X	X	X	X	X		X	X	X	X			X	X	X	X	X				

	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
180	X	X	X	X	X			X	X	X	S	S																			
183	X	X	X	X	X			X	X	X	S	S																			
185	X	X	X	X	X			X	X	X	S	S																			
189	X	X	X	X	X			X	X	X	S	S																			
190	X	X	X	X	X			X	X	X	S	S																			
192	X	X	X	X	X			X	X	X	S	S																			
195	X	X	X	X	X			X	X	X	S	S																			
203a	X	X	X	X	X			X	X	X	S	S																			
203b	X	X	X	X	X			X	X	X	S	S																			
205	X	X	X	X	X			X	X	X	S	S																			
210a	X	X	X	X	X			X	X	X	S	S																			
210n	X	X	X	X	X			X	X	X	S	S																			
215	X	X	X	X	X			X	X	X	S	S																			
221	X	X	X	X	X			X	X	X	S	S																			
246	X	X	X	X	X			X	X	X	S	S																			
186	X	X	X	X	X			X	X	X	S	S																			

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186				H																										

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180											S	S																			
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210a											S	S																			
210n											S	S																			
215											S	S																			
221											S	S																			
246											S	S																			
186											S	S																			

	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
180												H		C	C	C	C		X	X	X	H	H							
183												H		C	C	C	C		X	X	X	H	H							
185												H		C	C	C	C		X	X	X	H	H							
189												H		C	C	C	C		X	X	X	H	H							
190												H		C	C	C	C		X	X	X	H	H							
192												H		C	C	C	C		X	X	X	H	H							
195												H		C	C	C	C		X	X	X	H	H							
203a												H		C	C	C	C		X	X	X	H	H							
203b												H		C	C	C	C		X	X	X	H	H							
205												H		C	C	C	C		X	X	X	H	H							
210a												H		C	C	C	C		X	X	X	H	H							
210n												H		C	C	C	C		X	X	X</									

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Approval of the 2021-22 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)**

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The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2021-22 Quarterly Report on Williams Uniform Complaints, third quarter, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Williams UCP Quarterly Report 2021-22 - APRIL2022 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints  
 [Education Code Section 35186]  
 Fiscal Year 2021-22

District: \_\_\_\_\_

Person completing this form: \_\_\_\_\_

Title: \_\_\_\_\_

Quarterly Report Submission Date:  October 31, 2021 (7/1/21 to 9/30/21)  
 (check one)  January 31, 2022 (10/1/21 to 12/31/21)  
 April 30, 2022 (1/1/22 to 3/31/22)  
 July 31, 2022 (4/1/22 to 6/30/22)

Date for information to be reported publicly at governing board meeting: \_\_\_\_\_

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
Totals			

\_\_\_\_\_  
 Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Personnel Actions (Torres/Batista/Torres)**

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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:** [Personnel Actions Certificated \(1 page\)](#)  
[Personnel Actions Classified \(4 pages\)](#)

**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**

Du Bose, John	SPED Teacher	2022/2023 School Year
Adams, Keyvon	Substitute Teacher	2021/2022 School Year
Boelts, Jennifer	Substitute Nurse	2021/2022 School Year
Breitenbach, Marlene	Substitute Admin	2021/2022 School Year
Cervantes, Alberto	Substitute Teacher	2021/2022 School Year
Favela, Briseida	Substitute Teacher	2021/2022 School Year
Litchfield, Joseph	Substitute Teacher	2021/2022 School Year
Ochoa, Julia	Substitute Teacher	2021/2022 School Year
Rosales Ledesma, Maria	Substitute Teacher	2021/2022 School Year
Tandingan, Rachel	Substitute Teacher	2021/2022 School Year
Turner, Dereck	Substitute Teacher	2021/2022 School Year
Villagomez, Elizabeth	Substitute Teacher	2021/2022 School Year

**Resignation**

Cervantes, Elizabeth	School Counselor	April 7, 2022
Ciriani, Evangelina	School Psychologist	March 25, 2022
Dimapilis, Alisha	Teacher	June 17, 2022
Kaplan, Howard	Teacher	June 17, 2022
Ramirez, Sofia	Teacher	March 21, 2022
Spalluto, Katie	Teacher	March 31, 2022

**Retirement**

Pond, Pam	Teacher	04/07/2022
Ramirez, Paul	Teacher	06/17/2022

**Unpaid Leave of Absence**

Culver, Jillian	Teacher	03/20 -6/17/2022
Roux, Evette	Teacher	03/08 – 5/31/2022

**New Hires**

Alcaraz, Diana	Paraeducator – Special Education, Position #10798 Special Education 8.0 hrs./183 days	03/16/2022
Alvarez Vega, Alma B.	Paraeducator – Special Education, Position #7509 Driffill 5.75 hrs./183 days	03/28/2022
Badshah, Junaid	Human Resources Technician, Position #10852 Certificated Human Resources 8.0 hrs./246 days	03/21/2022
Barajas, Angelica	Paraeducator – General Education, Position #10676 McKinna 8.0 hrs./183 days	03/20/2022
Barajas, Emiliano	Paraeducator – General Education, Position #10691 Marshall 8.0 hrs./183 days	03/29/2022
Cabrera, Jesse B.	Campus Assistant, Position #6660 Curren 5.75 hrs./180 days	03/02/2022
Castilla, Elizabet	Custodian, Position #10471 Facilities 8.0 hrs./246 days	03/28/2022
Cazares, Esthela	Health Assistant, Position #10761 Pupil Services 5.75 hrs./183 days	03/21/2022
Chavez, Emmanuel	Health Assistant, Position #8436 Pupil Services 5.75 hrs./183 days	03/11/2022
Chavez, Giovanni	Grounds Maintenance Worker I, Position #10407 Grounds 8.0 hrs./246 days	03/17/2022
Duarte, Danah	Health Assistant, Position #10762 Pupil Services 5.75 hrs./183 days	03/15/2022
Gamez, Juan	Grounds Maintenance Specialist, Position #7592 Grounds 8.0 hrs./246 days	03/22/2022
Gasperi-Jacobsen, Cassandra R.	Campus Assistant, Position #3001 Kamala 4.0 hrs./180 days	03/04/2022
Gissri, Afnan	Paraeducator – Special Education, Position #10855 Rose Avenue 5.75 hrs./183 days	03/28/2022
Guerrero, Francisco S.	Grounds Maintenance Worker I, Position #10405 Facilities 8.0 hrs./246 days	04/04/2022
Jara, Desiree	Payroll Technician, Position #9177 Budget & Finance 8.0 hrs./246 days	04/04/2022
Leon, Christian	Grounds Maintenance Worker I, Position #10402 Grounds 8.0 hrs./246 days	04/05/2022
Lopez, Elsa	Speech Language Pathology Assistant, Position #7835 San Miguel 8.0 hrs./183 days	03/31/2022
Martinez, Melissa	Paraeducator – General Education, Position #2574 Frank 5.5 hrs./183 days	03/28/2022
Martinez, Sebastian	Grounds Maintenance Worker I, Position #10406 Grounds 8.0 hrs./246 days	03/23/2022
Moran, Virginia	Paraeducator – Special Education, Position #10648 Special Education 5.75 hrs./183 days	03/16/2022
Nelson, Edith	Accounting Specialist IV, Position #10657 Budget & Finance 8.0 hrs./246 days	03/08/2022
Neria, Areli	Office Assistant II, Position #10619	03/28/2022

Perez, Veronica	Fremont 8.0 hrs./203 days Health Assistant, Position #10763	03/17/2022
Reyes Ordaz, Samy K.	Pupil Services 5.75 hrs./183 days Technology Services Technician, Position #9935	03/21/2022
Rillorta, Renante	Information Technology 8.0 hrs./221 days Health Care Technician, Position #2943	03/21/2022
Roldan, Maribel	Pupil Services 8.0 hrs./183 days Paraeducator – General Education, Position #10684	03/14/2022
Ruiz, Stephany	Sierra Linda 8.0 hrs./183 days Paraeducator – Special Education, Position #1956	03/11/2022
Tellez, Teresa	San Miguel 5.75 hrs./183 days Custodian, Position #10656	03/25/2022
Vargas, Maricela	Facilities 4.0 hrs./246 days Paraeducator – Special Education, Position #10802	03/28/2022
Villasenor, Veronica	Brekke 5.75 hrs./183 days Custodian, Position #2543	04/04/2022
Zozaya Manzanilla, Viviana M.	McAuliffe 4.0 hrs./246 days Paraeducator – Special Education, Position #9307	04/04/2022
	Driffill 5.75 hrs./183 days	

#### **Limited Term/Substitutes**

Aguilar, Annet	Clerical (substitute)	03/07/2022
Aguilar, Josue	Clerical (substitute)	03/11/2022
Alvarez, Veronica	Campus Assistant (substitute)	03/16/2022
Anguiano, Esmeralda	Campus Assistant (substitute)	03/09/2022
Ayala, Bertha	Clerical (substitute)	03/24/2022
Balderrama, Jasmine	Clerical (substitute)	03/23/2022
Banderas, Maria	Campus Assistant (substitute)	03/07/2022
Cano, Alejandra	Paraeducator (substitute)	03/08/2022
Cazares, Enrique	Clerical (substitute)	03/16/2022
Chavez, Daniel	Clerical (substitute)	03/07/2022
Chavez, Emmanuel	Health Assistant (substitute)	03/02/2022
DeSantiago, Jonathan	Campus Assistant (substitute)	03/17/2022
Garcia, Angel	Campus Assistant (substitute)	03/21/2022
Garcia, Valeria	Clerical (substitute)	03/16/2022
Garcia Mendez, Sergio	Grounds Maintenance Worker I and Custodian (substitute)	03/29/2022
Gibson, Christina	Clerical (substitute)	03/28/2022
Gonzalez, Janette	Campus Assistant (substitute)	03/16/2022
Gonzalez Espinoza, Estela	Campus Assistant (substitute)	03/28/2022
Hardin, Brisa	Clerical (substitute)	03/08/2022
Haun, Patrizia	Clerical (substitute)	03/09/2022
Herrera, Elaine	Clerical (substitute)	03/21/2022
Isais, Marilu	Clerical (substitute)	03/16/2022
Lang, Howard Miles	Paraeducator (substitute)	03/17/2022
Lopez, Arnold	Paraeducator (substitute)	03/23/2022
Lopez Gomez, Cristovalina	Custodian (substitute)	03/02/2022
Madrigal, Samantha	Campus Assistant (substitute)	02/17/2022
Marquez, Miguel	Clerical (substitute)	03/21/2022

Martinez, Jessica	Clerical (substitute)	02/17/2022
Martinez, Juana	Clerical (substitute)	03/08/2022
Martinez Barrera, Efrain	Custodian (substitute)	03/01/2022
Moreno, Hailey	Paraeducator and Clerical (substitute)	03/02/2022
Palomar, Brian	Custodian (substitute)	01/26/2022
Rodas, Brianna	Paraeducator (substitute)	03/16/2022
Sanchez, Lynda	Clerical (substitute)	03/01/2022
Serratos, Juan	Custodian (substitute)	03/07/2022
Sheridan, Michael	Custodian (substitute)	03/30/2022
Tellez, Teresa A.	Campus Assistant and Custodian (substitute)	02/22/2022
Abril Traut, Emily	Clerical (substitute)	03/01/2022
Trejo, Laura	Clerical (substitute)	02/28/2022
Tresierras, Alexandria	Clerical (substitute)	03/14/2022
Valencia, Joanna	Clerical (substitute)	03/23/2022
Zecua Arenas, Raymundo	Custodian (substitute)	03/03/2022

### **Promotions**

Flores, Mayra A.	Senior Payroll Technician, Position #9178 Budget & Finance 8.0 hrs./246 days Payroll Technician, Position #9177 Budget & Finance 8.0 hrs./246 days	03/01/2022
Pereyra de Barba, Adriana	Trans. Dispatcher/Scheduling Asst., Position #2268 Transportation 8.0 hrs./246 days Transportation Driver, Position #8705 Transportation 5.5 hrs./183 days	04/01/2022
Reyes, Juan C.	Grounds Maintenance Worker I, Position #10404 Grounds 8.0 hrs./246 days Custodian, Position #632 Lemonwood 8.0 hrs./246 days	03/03/2022
Santos, Alejandra	Outreach Specialist, Position #2614 Rose Avenue 8.0 hrs./180 days Special Education Services Coordinator, Position #9757 San Miguel 8.0 hrs./180 days	03/31/2022

### **Transfers**

Avalos, Martha P.	Child Nutrition Worker, Position #2159 Harrington 5.0 hrs./185 days Child Nutrition Worker, Position #1704 McKinna 5.0 hrs./185 days	04/04/2022
Fernandez, Maria G.	Campus Assistant, Position #2998 Lopez 5.5 hrs./180 days Campus Assistant, Position #3031 Ramona 4.5 hrs./180 days	04/04/2022
Gonzalez Jr., David C.	Maintenance Worker I, Position #5845 Maintenance 8.0 hrs./246 days Maintenance Worker I, Position #5844 Maintenance 8.0 hrs./246 days	03/22/2022
Salas, Benito	Custodian, Position #1607	04/04/2022



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Consent Agenda

### **Establishment and Abolishment of Positions (Torres/Torres)**

---

#### **Establish**

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 679 to be established at San Miguel school. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 1936 to be established at San Miguel school. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 2953 to be established at Soria school. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 7493 to be established at Curren school. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 8534 to be established at San Miguel school. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 9202 to be established in the Special Education department. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 9207 to be established in the Special Education department. This position will be established to update the Paraeducator III position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 9301 to be established at Soria school. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 9304 to be established at Frank school. This position will be established to update the Paraeducator II position to the new job description of Paraeducator – Special Education.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 10900 to be established at McAuliffe school. This position will be established to provide Special Day Class support.

a six-hour 183-day Preschool Teacher position number 10898 to be established in the Early Childhood Programs department. This position will be established to provide additional support.

a six-hour 183-day Preschool Teacher position number 10899 to be established in the Early Childhood Programs department. This position will be established to provide additional support.

a six-hour 183-day Preschool Teacher position number 10904 to be established in the Early Childhood Programs department. This position will be established to provide additional support.

a six-hour 183-day Preschool Teacher position number 10905 to be established in the Early Childhood Programs department. This position will be established to provide additional support.

an eight-hour 246-day District Translator position number 10961 to be established in the Special Education department. This position will be established to replace Translator position number 10786.

an eight-hour 246-day District Translator position number 10962 to be established in the Special Education department. This position will be established to replace Translator position number 10787.

an eight-hour 246-day District Translator position number 10963 to be established in the Special Education department. This position will be established to replace Translator position number 10788.

an eight-hour 246-day District Translator position number 10964 to be established in the Special Education department. This position will be established to replace Translator position number 10789.

### **Abolish**

an eight-hour 246-day Translator position number 10786 to be abolished in the Special Education department. This position will be abolished as it is being replaced with District Translator position number 10961.

an eight-hour 246-day Translator position number 10787 to be abolished in the Special Education department. This position will be abolished as it is being replaced with District Translator position number 10962.

an eight-hour 246-day Translator position number 10788 to be abolished in the Special Education department. This position will be abolished as it is being replaced with District Translator position number 10963.

an eight-hour 246-day Translator position number 10789 to be abolished in the Special Education department. This position will be abolished as it is being replaced with District Translator position number 10964.

**FISCAL IMPACT:**

Cost for 10 Paraeducators – Special Education: \$42,014 Special Education funds

Cost for 4 Preschool Teachers: \$232,564 Child Development funds

Cost for 4 District Translators: \$317,432 Special Education funds

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

**RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Amendment #1 to Agreement/MOU #21-122 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)**

---

At the Board Meeting of October 6, 2021, the Board of Trustees approved Agreement #21-122 with Parker Anderson Enrichment-Central LA to provide enrichment activities after school in the amount of \$460,000.00.

Amendment #1, in the amount of \$247,500.00, is required to increase the number of sessions offered at each school. This increase in funds will provide additional enrichment offerings at each school, for a new total contract amount of \$707,500.00.

#### **FISCAL IMPACT:**

Not to exceed \$247,500.00 – ASES

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement/MOU #21-122 with Parker Anderson Enrichment-Central LA.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #21-122, Parker Anderson Enrichment-Central LA \(1 Page\)](#)

**Amendment #1 to Agreement #21-122 with  
Parker Anderson Enrichment-Central LA  
April 20, 2022**

At the Board Meeting of October 6, 2021, the Board of Trustees approved Agreement #21-122 with Parker Anderson Enrichment-Central LA to provide enrichment activities after school in the amount of \$460,000.00.

Amendment #1, in the amount of \$247,500.00, is required to increase the number of sessions offered at each school. This increase in funds will provide additional enrichment offerings at each school, for a new total contract amount of \$707,500.00.

**PARKER ANDERSON ENRICHMENT-CENTRAL LA:**

By: \_\_\_\_\_  
Lisa Nadasdy

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_

AGREEMENT BETWEEN PARKER ANDERSON ENRICHMENT-CENTRAL LA AND OXNARD SCHOOL DISTRICT

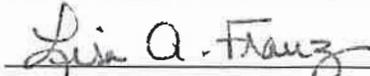
The scope of this document is to define the roles and responsibilities of Parker Anderson Enrichment-Central LA (Consultant) in providing virtual STEAM lessons and activities for 20 elementary Schools in the Oxnard School District (OSD). The purpose is to provide Parker Anderson's STEAM Academy activities 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 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 Coding, Chess, Robotics, Architecture lessons from established curriculum
  - B) Provide Marine Biology, Chemistry and Jurassic DinoWorld lessons from established curriculum
  - C) Provide Public Speaking and Debate classes, Fashion Design Classes, Culinary classes from established curriculum.
  - D) Certify that presenters have been fingerprinted and TB tested and are fully vaccinated for COVID-19
  - E) Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.
  - F) Para Educator qualified.
  
- 2) Oxnard School District agrees to:
  - A) Compensate Parker Anderson Enrichment-Central LA for individual classes: 3 separate 6 week sessions at 20 schools with 1 instructor teaching at each school daily.
  - B) Each 6-week session is 480 classes at the discounted rate of \$300 per class or \$144,000.00 per 6-week session. 3 (6 week sessions at 20 schools = \$432,000.00)
  - C) Compensate Parker Anderson-Central LA for an additional 93 classes at a rate of \$300 per class or \$28,000.00 as needed.
  - D) Contract not to exceed \$460,000.00

This Memorandum of Understanding and Responsibility shall be effective upon signature and implemented from October 8, 2021-June 30, 2022.

For the Oxnard School District:

 10-11-2021

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:** April 20, 2022

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #21-192 – Hip Hop Mindset (DeGenna/Zaidi)**

---

Hip Hop Mindset will provide 2 instructors per day from 9:00am-11:00am to do hip hop lessons with students at Ritchen Elementary School. Each class will consist of a stretch and warm up exercise followed by learning a dance routine, small performances and dance games.

**DATES:** 4/25/22, 4/27/22, 5/2/22, and 5/4/22

#### **FISCAL IMPACT:**

**Not to Exceed \$1,280.00 – Title 1**

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Ritchen School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-192 with Hip Hop Mindset.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-192, Hip Hop Mindset \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)



OSD AGREEMENT #21-192

HIP HOP MINDSET DANCE PROGRAM
SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 20th day of April 2022 by and between Hip Hop Mindset (Provider) and Ritchen 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 2 instructors per day from 9AM - 11AM to do hip hop lessons with students at Ritchen 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: 4/25/22 4/27/22 5/2/22 5/4/22 9AM - 11AM

FEES: \$1,280.00

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.

Handwritten signature over a line, followed by the text 'Provider (Hip Hop Mindset)' and 'Date' with '3/31/2022' written over a line.

Blank line over a line, followed by the text 'School Site' and 'Date' with 'Lisa A. Franz, Director, Purchasing' written below the line.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2022

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).

<b>PRODUCER</b> Onix Insurance Service 609 S Oxnard Blvd  Oxnard CA 93030		<b>CONTACT NAME:</b> Veronica Navarro <b>PHONE (A/C No. Ext):</b> (805) 263-6981 <b>E-MAIL ADDRESS:</b> veronica@onixinsuranceservices.com <b>FAX (A/C, No):</b> (805) 832-6634	
<b>INSURED</b> Hip Hop Mindset 1063 N Ventura Rd  Oxnard CA 93030		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> NAUTILUS INSURANCE COMPANY  <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1323796	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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"/> OTHER 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 named as additional insured

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
 1051 S. A St  
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Veronica Navarro

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #21-193 – Sterling Venue Ventures, LLC (DeGenna)**

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This agreement is for the 8th Grade Promotion Ceremonies for Frank, Fremont and Lopez Academies which will be held at the Oxnard Performing Arts Center on Thursday, June 16, 2022, at the following designated times:

Thursday, June 16, 2022:

- 9:00am – Lopez Academy of Arts & Sciences
- 12:00pm – Fremont Academy of Environmental Science & Innovative Design
- 3:00pm – R.J. Frank Academy of Marine Science & Engineering

#### **FISCAL IMPACT:**

Not to Exceed \$6,500.00 – Unrestricted General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-193 with Sterling Venue Ventures, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-193, Sterling Venue Ventures, LLC \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)

# Oxnard PAC - 2022 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

<b>Calendar Contract For:</b>			
Event Name	Date	Day	Time In:
<b>Middle School Promotion Ceremonies</b>	<b>6/16/2022</b>	<b>Thursday</b>	<b>9am</b>
			Time Out:
			<b>6pm</b>
Company Name:		Contact:	
<b>Oxnard School District</b>		<b>Dalia Valenzuela-Arenas</b>	
Event Discription		Event Type:	
<b>Graduations</b>		<b>Graduations</b>	
Attendance		Ticketed	
1600		yes	

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$6,500	Price per day	\$6,500
<b>Facilities</b>		FEES USED	\$ -
Building Overtime (After 10 Hrs) @ \$250/Hr.			\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0	\$800	\$ -
Stage Power Disconnects	\$0		\$ -
<b>Lighting</b>			
Standard Conventional Lighting	\$0	\$ 2,500.00	
Full Pro Lights Package	\$0	\$ 3,500.00	\$ -
<b>Audio</b>			
THX Surround Sound	\$0		
Front of House (Main)	\$0	\$ 3,500.00	\$ -
On Stage Monitors	\$0	\$ 2,000.00	\$ -
<b>Video Projection / Recording</b>			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		
<b>Cleaning</b>			
Event Cleaning	\$0	\$ 800.00	\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
<b>Miscellaneous</b>			
Advertising	\$0	Ask for details	\$ 750.00
Parking Permits	\$0	Per event	\$ 500.00
Green Room Hospitality	\$0		\$ 500.00
<b>Ticketing</b>			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		
Event Cost:			\$6,500

**Theatre Staff**

FOH- Required for all Events	Hours	# of Staff	Rate PTEB	
Ushers 1 per 75	Included	4	8	\$28.40 \$ -
Porter 1 ea	Included	flat rate	2	\$150.00 \$ -
Security 1 per 200	Included	4	4	\$68.16 \$ -
Box Office 1 per 500	Included	6	1	\$35.50 \$ -
Bathroom Attendants 2 ea	Included	flat rate	1	\$150.00 \$ -
FOH Manager 1 ea	Included	7	1	\$60.35 \$ -
Tech Production Manager 1 ea	Included	7	1	\$ 60.35 \$ -
<b>Tech Staff</b> (Tech Staff is billed at 8 hrs - OT is additional)*		7	3	\$46.15 0
StageHands & Loaders as Needed		0		
<b>OVERTIME</b>		<b>2</b>	<b>0</b>	<b>46.15 \$ -</b>

NOTE:

Damage Deposit:	\$ -
Total Fees:	\$ 6,500.00
Deposit:	\$ 2,000.00
Payment:	
<b>Due:</b>	<b>\$ 4,500.00</b>

Sterling Venue Ventures, LLC

Client Signature  
Lisa A. Franz, Director, Purchasing

\* By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.

\* Make all checks payable to: Sterling Venue Ventures, LLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/18/2022

PRODUCER <b>STEVEN RANDALL PETERSON</b> P.O. BOX 1100 VENTURA, CA 93002	CA 0745310	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>	
INSURED  STERLING VENUE VENTURES,LLC 28912 ROADSIDE DR. AGOURA HILLS, CA 91301	INSURER A: EVEREST NATIONAL INSURANCE COMPANY	
	INSURER B: EVEREST NATIONAL INSURANCE COMPANY	
	INSURER C: EVEREST NATIONAL INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	

**COVERAGES** Serial # 100674

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b>	SI18ML01883-211	08/26/2021	08/26/2022	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 0
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	<b>AUTOMOBILE LIABILITY</b>	SI18ML01883-211	08/26/2021	08/26/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	<b>EXCESS / UMBRELLA LIABILITY</b>	SI8EX01220-211	08/26/2021	08/26/2022	EACH OCCURRENCE	\$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
		DEDUCTIBLE					\$
		RETENTION \$					\$
C		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	SI8WC00724201	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

LOCATION ; OXNARD PAC

**CERTIFICATE HOLDER**

AFORENOTED INSURED

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER 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 OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

## AUTHORIZED REPRESENTATIVE

*Steven R. Peterson*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement/MOU #21-194 with Children and Families First Commission of Ventura County for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)**

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This agreement establishes the terms between the Oxnard School District and Children and Families First Commission of Ventura County (First 5) for use of office space at Harrington Early Childhood Development Center.

**Term of Agreement/MOU:** April 21, 2022 to June 30, 2023

#### **FISCAL IMPACT:**

\$7,500.00 paid to Oxnard School District by Interface Children and Family Services.

#### **RECOMMENDATION:**

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-194 with Children and Families First Commission of Ventura County.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-194, Children & Families First Commission of Ventura County \(12 Pages\)](#)

**OSD AGREEMENT #21-194**

**MEMORANDUM OF UNDERSTANDING REGARDING  
FACILITIES USE BY AND BETWEEN CHILDREN AND FAMILIES FIRST  
COMMISSION OF VENTURA COUNTY AND THE OXNARD SCHOOL  
DISTRICT**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Children and Families First Commission of Ventura County (known as “First 5 Ventura County” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). First 5 Ventura County and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy two rooms (the “Space” or the “Facility”) at the Harrington Early Childhood Development Center on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Harrington Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

**Article 1. Term**

1.1 The term of this MOU shall commence on April 21, 2022, and end on June 30, 2023 (the “Term”), subject only to termination in accordance with this MOU. The Term may be renewed for additional one-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15<sup>th</sup> of each year requesting renewal of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such renewal. If, prior to the expiration of the Term or any renewal thereof, Lessee notifies Lessor that it wishes to renew the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all renewals beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of

the Facility. Lessor shall notify Lessee of its denial no later than February 28th of any year requesting renewal.

## **Article 2. Use of the Space**

### **2.1 ALLOCATION OF SPACE.**

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy two rooms for the sole purpose of operating a Neighborhood for Learning Family Resource Center including Parent and Child Together Classes (the “Program”) and share the use of the general office and storage areas. The Program will operate through the full fiscal year excluding District holidays, weekends and when repairs and maintenance are needed. Lessee will provide the Lessor, no later than April 30<sup>th</sup> of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

### **2.2 SPACE IMPROVEMENTS.**

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

### **2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.**

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have

been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

### **Article 3. Permitted Uses**

#### **3.1 ALLOWABLE PURPOSES.**

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

#### **3.2 NUISANCE, MISCELLANEOUS.**

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

#### **3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.**

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the

duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

### 3.4 FINGERPRINTING.

Lessee shall ensure that First 5 Ventura County staff admitted by Lessee to the Space, who are likely to have contact with District's pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

### 3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

## **Article 4. Fees**

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$500.00, calculated on 200 square feet at \$2.50 per square foot. Rental fees are inclusive of and solely for the reimbursement of the proportional share of utilities, and site maintenance, including custodial services as set forth in Section 6.2. Square feet calculation includes two rooms within the Facility, it does not include shared spaces (storage, playground, etc.). The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI).

## **Article 5. Compliance with Laws**

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations,

and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

## **Article 6. Maintenance and Other Expenses**

### 6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances, phone and internet service, and furnishing required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

### 6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

### 6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

## **Article 7. Indemnification**

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any

individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

**Lessor's Indemnity Obligation.** To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

**Article 8. Insurance**

**8.1 REQUIRED LESSEE INSURANCE.**

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence.

**8.2 INSURANCE REQUIREMENTS**

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee’s insurance coverage and shall not contribute to Lessee’s coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

### 8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

### **Article 9. Access by Lessor**

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

### **Article 10. Miscellaneous**

#### 10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

#### 10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

#### 10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

#### 10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, declarations of emergencies by government authorities, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

#### 10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions

hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### 10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

#### 10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

#### 10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

#### 10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:

Oxnard School District  
Early Childhood Education  
1051 S. "A" Street  
Oxnard, CA 93030  
Attn: Noemi Valdes, Director, Early Childhood Education Programs

Official Notice shall be given to Lessee at the following address:

Children and Families First Commission of Ventura County  
2580 East Main Street, #203  
Ventura, CA 93003  
Attn: Petra Puls, Executive Director

### **Article 11. Assignment and Subletting**

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

## **Article 12. Dispute Resolution**

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

## **Article 13. Default**

### 13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however,

the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

### 13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

## **Article 14. Remedies for Default and Termination for Cause**

### 14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

**Article 15. Termination for Convenience**

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60-days written notice to Lessee.

**CHILDREN AND FAMILIES FIRST COMMISSION OF VENTURA COUNTY:**

By: \_\_\_\_\_

Name: Petra Puls

Title: Executive Director

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_

Name: Lisa A. Franz

Title: Director, Purchasing

Date: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Agreement #21-195 – Rio School District (Mitchell/Galvan)**

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This agreement establishes the terms between Oxnard School District and Rio School District for the joint use of the OSD Transportation Facility.

**Term of Agreement:** May 1, 2022 through April 30, 2023

#### **FISCAL IMPACT:**

\$30,000.00 paid to Oxnard School District by Rio School District.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-195 with Rio School District.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-195, Rio School District \(6 Pages\)](#)

**OSD AGREEMENT #21-195  
LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of April 20, 2022, by and between Oxnard School District, a California public school district, (“Oxnard”) and Rio School District, a California public school district, (“Rio”). Oxnard and Rio may be referred to herein individually as a “Party” or collectively as “Parties.” This Agreement is entered into between Oxnard and Rio pursuant to the Joint Exercise of Powers Act as set forth in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code (“Joint Powers Act”).

**RECITALS**

WHEREAS, Oxnard currently uses certain real property at or near 516 West Wooley Road in the City of Oxnard, California, identified as Ventura County Assessor Parcel No. 203-0-061-490, for its bus transportation center (“Transportation Center”). The Transportation Center is generally depicted in Exhibit A; and

WHEREAS, Rio is in need of an interim bus transportation facility for the time period between the sale of its old facility and its location to and, as necessary, construction of a new facility; and

WHEREAS, Rio has requested, and Oxnard is willing to allow Rio, interim use of Oxnard’s Transportation Center for a period of one year for the interim non-exclusive use for (1) parking 18 Rio buses and 10 other Rio vehicles; and (2) use of related space and services described below;

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Oxnard grants to Rio a license for the non-exclusive right to (1) use the Transportation Center for purposes of parking 15 Rio buses and 14 other Rio vehicles; (2) space to place a modular office and a temporary restroom; and (3) utilize Oxnard’s regeneration system located at the Transportation Center. Rio shall coordinate with Oxnard to identify those spaces available for Rio use, and those areas of the Oxnard Transportation Center available for Rio to place the modular office and the temporary restroom. A depiction of the areas intended to be used by Rio are set forth in Exhibit B, which is subject to change from time-to-time as Oxnard coordinates with Rio to facilitate Rio’s relocation to the Transportation Center in a manner not to conflict with Oxnard’s operations to the greatest extent possible. The Parties agree that this license confers no easement or other legal interest in Oxnard’s Transportation Center or in any other Oxnard property upon Rio.

2. **Regeneration System.** As is set forth above, Rio may utilize Oxnard’s regeneration system located at the Transportation Center (the “Regeneration System”).

However, it is understood and agreed that Oxnard makes no representation and/or warranty with respect to the Regeneration System. Specifically, Oxnard makes no representation and/or warranty of any kind, express or implied, as to the condition of the Regeneration System, or as to the fitness or suitability of the Regeneration System for any use which Rio may intend to make thereof and Rio accepts the Regeneration System in an “As Is” condition. To the extent that Rio believes that repairs, maintenance, renovations and/or upkeep to the Regeneration System is needed, Rio shall be solely responsible for the performance of such repairs, maintenance, renovations and/or upkeep and the cost thereof.

3. **Common Powers.** Both Oxnard and Rio have the power to convey and hold property for the use and benefit of the school district (Education Code § 35162) and to enter into a contract with two or more public agencies to jointly exercise any power common to the contracting parties (Government Code §§ 6500, *et seq.*).

4. **Term.** The term of the Agreement shall be for a period of one year, from May 1, 2022 to and including April 30, 2023 (the “Term”); provided that the Agreement may be terminated earlier as set forth below.

5. **Payment.** In consideration for the license herein granted, Rio shall pay Oxnard the amount of \$30,000.00 (the “License Fee”) during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$7,500 each, due on May 15, 2022, September 15, 2022, December 15, 2022 and March 15, 2023.

6. **Indemnification.** To the fullest extent permitted by law, Rio will indemnify, defend and hold Oxnard, the members of Oxnard’s Board of Trustees, officers, employees, directors, agents and authorized volunteers (the “Indemnitees”) entirely harmless from and against any claim, demand, loss or liability (each, a “Claim”), of any nature whatsoever, that arise from, pertain to or relate to Rio’s use of the Transportation Center or the performance of Rio, or its officers, employees, agents, contractors, or subcontractors, under this Agreement, including any Claim for personal injury, death, property damage, infringement of third-party rights, and/or failure to comply with any applicable law or requirement.

7. **Insurance.** Oxnard and Rio each participate in the Ventura County Schools Self-Funding Authority (“VCSSFA”), and therefore are collectively self-insure for workers’ compensation, general liability, property, and automobile physical damage coverage under the VCSSFA self-insurance programs. In the event either Party withdraws from the VCSSFA, the Parties shall meet and confer to identify those alternative insurance requirements that shall apply to Rio’s use of the Transportation Center.

8. **Default.** If the Oxnard believes that Rio is failing to meet its obligations under this Agreement, Oxnard shall notify Rio in writing of the events and/or conditions that it believes constitutes such failure. Rio shall immediately correct the deficiencies identified by Oxnard. If Rio fails to immediately correct these deficiencies, Oxnard may declare Rio in default and immediately terminate this Agreement. However, termination of the

Agreement pursuant to this Paragraph shall not relieve Rio from completing its obligations under this Agreement.

9. **Termination.** This Agreement, being in nature a license, may be terminated by Oxnard upon 120 days written notice to Rio, and may be terminated by Rio upon 45 days written notice to Oxnard. However, Rio's obligations under Paragraph 6, above, shall survive the termination of this Agreement.

10. **Amendment.** This Agreement may only be amended in a written instrument signed by authorized representatives of Oxnard and Rio that has been approved by their governing boards.

11. **Assignment.** Rio may not assign its rights or obligations under this Agreement without the prior written approval of Oxnard.

12. Rio, 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. Rio further acknowledges and agrees that Oxnard is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of Oxnard hereunder are subject to all applicable federal, state and local rules.

13. In connection with this Agreement, Oxnard has determined that the use contemplated herein will not interfere with any Oxnard educational activity or otherwise jeopardize the education or safety of Oxnard students. Oxnard has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood.

14. 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.

15. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

16. 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.

17. 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 Oxnard:

Dr. Karling Aguilera-Fort  
Superintendent  
Oxnard School District  
1051 South A Street  
Oxnard, California 93030

To Rio:

Wael Saleh  
Asst. Superintendent, Business Services  
Rio School District  
1800 Solar Drive, 3<sup>rd</sup> Floor  
Oxnard, CA. 93030

18. 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**

**Rio School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lisa A. Franz

Name:

Title: Director, Purchasing

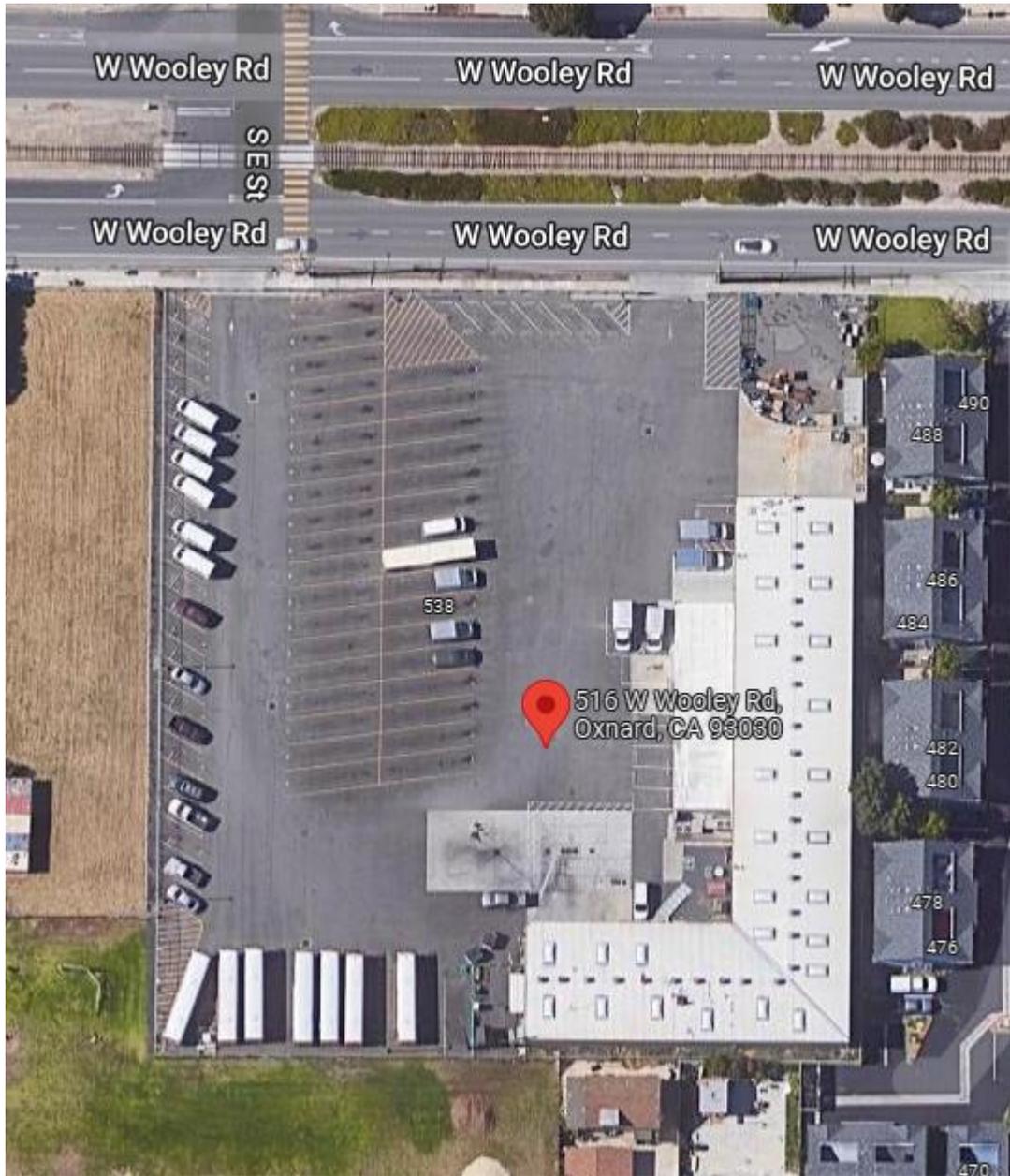
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**MAP OF TRANSPORTATION SITE**



**EXHIBIT B**

**DEPICTION OF PORTIONS OF TRANSPORTATION CENTER USED BY RSD**



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Facilities Agreement

### **Approval of Agreement #21-199, Pavement Engineering Inc. (Mitchell/Miller)**

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Pavement Engineering Inc. (PEI) will provide Engineering Design and Support, Inspection, and Contract Administration Services for the 2023 Asphalt Project at Lopez and McAuliffe schools.

**Term of Agreement:** April 21, 2022 through August 5, 2023

#### **FISCAL IMPACT:**

\$152,000.00 – Deferred 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 #21-199 with Pavement Engineering Inc. in the amount not to exceed \$152,000.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-199, Pavement Engineering Inc. \(13 Pages\)](#)  
[Proposal \(5 Pages\)](#)  
[Certificate of Insurance \(10 Pages\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #21-199

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of April 2022 by and between the Oxnard School District (“District”) and Pavement Engineering 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 **April 21, 2022 through August 5, 2023** (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 One Hundred Fifty-Two Thousand Dollars (\$152,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

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

\_\_\_\_\_ (Initials)

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

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dana Miller  
Phone: (805) 385.1514  
Fax: (805) 486.5848

**To Consultant:** Pavement Engineering Inc.  
3485 Sacramento Drive, #A  
San Luis Obispo, CA 93401  
Attention: Sam Ho  
Phone: (805) 781.2265  
Fax: (805) 781.2267

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**PAVEMENT ENGINEERING 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 #21-199

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-199**

**SERVICES**

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

**PER ATTACHED PROPOSAL NO. MP22-106A, DATED 3/10/2022**

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

**PER ATTACHED PROPOSAL NO. MP22-106A, DATED 3/10/2022**

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
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 #21-199

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-199**

**COMPENSATION**

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

Total Compensation Not to Exceed \$152,000.00

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

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

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

**IV. The total compensation for the Services shall not exceed \$152,000.00 as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #21-199

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-199**

**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 #21-199

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 #21-199

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-199**

**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, **PAVEMENT ENGINEERING INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Lisa A. Franz*  
*Director, Purchasing*

March 10, 2022

MP22-106A

Dana Miller  
 Maintenance and Operations Director  
 Oxnard School District  
 1051 S A Street  
 Oxnard, CA 93030

**Subject:** Proposal for Engineering Design Services and Contract Administration for the 2022-23 Oxnard SD Asphalt Project

Dear Dana:

We appreciate the opportunity to quote for engineering design services, inspection, engineering support and contract administration for the District's 2022-23 asphalt maintenance work. The treatments and estimated construction costs are from the District's Five-Year Pavement Assessment Study, dated November 2020.

The District has selected the following areas for the project:

SCHOOL SITE	AREAS	TREATMENT TYPE	ESTIMATED CONSTRUCTION COST
Lopez	B	Rehabilitation	\$230,000
McAuliffe	D	Rehabilitation	\$230,000
McAuliffe	E	Rehabilitation	\$126,000
McAuliffe	G	Rehabilitation	\$74,000
Total Estimated Construction Cost:			\$660,000

## SCOPE OF WORK

### Task 1: Engineering Design Services

Our scope of work includes preparing plans, technical specifications and an engineer's estimate for each project school site. The plans will clearly define the areas of work and the associated details will provide clarity for each item of work. The specifications will provide the technical requirements for performing each item of work.

As part of the scope of work, PEI will core the existing asphalt to determine the current structural section (AC and AB) and sample and test the native soil to determine the R-values for each area identified as needing a rehabilitation treatment. This information is essential for establishing a cost-effective, long lasting pavement design.

Dana Miller  
MP22-106A  
March 10, 2022  
Page 2

At the start of the design process, PEI will discuss with District staff to discuss each site and determine if there are any specific drainage problems or other special needs that can be addressed or corrected as part of our design.

During the bid process, PEI will provide support services, including preparation of addenda as necessary. DSA review/approval and city permitting are not included in the scope of work.

## **Task 2: Inspection, Engineering Support and Contract Administration Services**

Our scope of work includes attending meetings, including preconstruction, progress and final inspection; reviewing schedule and technical submittals; reviewing payment requests; developing technical change orders; processing final payments; project closeout and coordinating all work with the District.

PEI will provide an inspector to observe all construction activities at each site and provide field testing for the pavement portions of the work. Testing services include the field and laboratory testing necessary to assure that the contractor is providing the required quality of workmanship and materials during construction. Field testing include performing field density tests on soils, aggregates and asphalt concrete using a nuclear density gauge. Laboratory tests include determining the maximum density and optimum moisture content for soils and aggregates and maximum compacted unit weight, maximum theoretical unit weight, stability, air voids and core unit weights for asphalt concrete.

Regular visits by the project manager are included in this work. The project manager will be the owner's representative liaison for the construction project, will report on the project progress and quantities and will provide written inspection reports for each day of construction, while the daily duties or specialized tasks are performed by PEI personnel.

Upon completion of the project, PEI will prepare a final report that outlines all the work completed at the various sites along with test results.

## **FEES**

PEI is providing a fee for each task as summarized in the table below. Our combined fee for both tasks is estimated at \$152,000.

### **Task 1: Engineering Design Services**

Our estimated fee to perform the design work identified in the assessment study is \$72,000. The work for Task 1 will be invoiced on a lump-sum basis.

### **Task 2: Inspection, Engineering Support and Contract Administration Services**

Our estimated fee for Task 2 is \$80,000, which is based on our experience with similar projects. PEI will review this fee with the District when the 90% design documents are completed. PEI's work for this task will be invoiced on a time and materials basis. The level of PEI effort is estimated based on an eight-hour day and providing engineering support/contract administration, testing and inspection services. Additionally, inspection services are invoiced as follows:

Between 0 and 4 hours will be invoiced at 4 hours  
Between 4 and 8 hours will be invoiced at 8 hours

Our inspection fees account for prevailing wages. Overtime will apply for work days exceeding eight hours. This proposal assumes that the District will monitor the contractor pertaining to all labor compliance issues.

Dana Miller  
MP22-106A  
March 10, 2022  
Page 4

## **SCHEDULE**

We anticipate six (6) to eight (8) weeks from the notice to proceed to complete design portion of the project. Once a 90% package is prepared, PEI will meet with the District to review the plans and will expedite any revisions.

All fees and costs associated with this project are subject to final negotiation with the Oxnard School District. The attached proposal conditions apply. DSA approval and review, city permitting, the design of C.3 stormwater improvements, and LID's are not included in our scope of work.

We look forward to working with you, Dana. Our goal is to deliver services with the highest degree of honesty, trust and professionalism. If you have any questions regarding the contents of this proposal, please do not hesitate to call me at (805) 781-2265.

Very truly yours,  
PAVEMENT ENGINEERING INC.



Sam Ho, P.E.  
Associate Engineer

Enclosures: Proposal Conditions

## PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for engineering and technical services on a time and materials basis will be charged at the applicable hourly rates of the current PEI fee schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. Payment: Invoices will be submitted at the completion of the work for engineering reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2021

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

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

<b>PRODUCER</b> Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (650) 573-1111		<b>FAX (A/C. No.):</b> (650) 378-4361
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Pavem-2 Pavement Engineering, Inc. 3485 Sacramento Drive Suite A San Luis Obispo CA 93401	<b>INSURER A:</b> Travelers Prop Cas Co of Amer		25674
	<b>INSURER B:</b> Travelers Indemnity Co of CT		25682
	<b>INSURER C:</b> QBE Specialty Insurance Co.		11515
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 417576582

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		6802J6624172047	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			BA9P837312	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8E1060242047	7/1/2021	7/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3H5260042047G	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			HUN0007100	7/1/2021	7/1/2022	Each Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$50,000

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

RE: PEI Project No. 200287-01

Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are included as Additional Insured on a primary and non-contributory basis with respect to General Liability per attached endorsement if required per contract or agreement language.

30 Days Notice of Cancellation applies

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
 Attn: Dana Miller  
 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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

## COMMERCIAL GENERAL LIABILITY

**4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III – Limits Of Insurance** or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III – Limits of Insurance** applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

**b. Excess Insurance**

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
  - (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
  - (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II – Who Is An Insured**, except when Paragraph **d.** below applies; or
  - (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II – Who Is An Insured**, except when Paragraph **d.** below applies.
- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
  - (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
    - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
    - (b) The total of all deductible and self-insured amounts under all that other insurance.
  - (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

**PROVISIONS**

**A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) A watercraft you do not own that is:
    - (a) 75 feet long or less; and
    - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
  - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

**B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
  - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
  - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #22-01 – enVision Consulting Group (DeGenna/Nocero)**

---

California Education Code (EC) 48980 (“Ed Code”) requires school districts to notify parents annually of their rights and responsibilities with respect to a number of topics listed in the Ed Code. In Oxnard School District this is accomplished via distribution of the Annual Parent Rights Notification Handbook (“Handbook”) at the beginning of each school year.

The Handbook provides families with important information and notifications related to District procedures and policies. It is updated annually to comply with recent changes to the Ed Code as well as recent legislation. Each family is required to sign and return the “Acknowledgement of Receipt and Review” form included in the Handbook.

enVision Consulting Group assists the District in the yearly revision of the Annual Parent Rights Notification Handbook, and also provides translation services for the handbook.

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

#### **FISCAL IMPACT:**

Not to exceed \$7,500.00 (\$2,500.00/annually) – 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 #22-01 with enVision Consulting Group.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #22-01, enVision Consulting Group \(8 Pages\)](#)



# enVision Consulting Group

## Consulting Services Agreement

This agreement is hereby entered into on April 20, 2022 (Effective Date) and between the **Oxnard School District**, hereinafter referred to as "District", and **enVision Consulting Group, Inc.**, (A California Corporation), hereinafter referred to as "Consultant."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

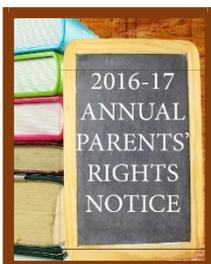
NOW, THEREFORE, the parties agree as follows:

**District accepts the following consulting services** (indicate selections by initialing in provided space):

  X   Annual Parents' Rights Notification Services (Appendix A)

       Comprehensive School Safety Plan Services (Appendix B)

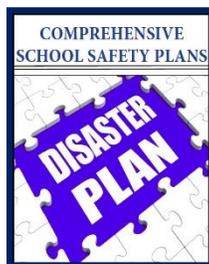
### Consulting Services



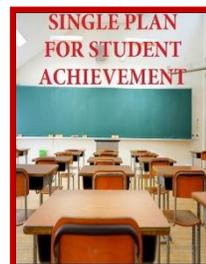
Annual Parent Notification



School Accountability Report Card



Comprehensive School Safety Plans



School Plan for Student Achievement



Translation Services



# enVision Consulting Group

## I. DISTRICT'S RESPONSIBILITIES

I.1. District will provide Consultant with all the documents, records and information necessary, in both electronic and paper copies to complete services. District agrees to promptly pay Consultant for fees for services rendered. Payments are due and payable within 30 days after the invoice date.

## II. CONSULTANT'S RESPONSIBILITIES

II.1. See Appendix related to individual service agreement for specific responsibilities.

## III. TERM

Consultant shall commence providing services under this agreement on Effective Date, and will diligently perform as required and complete services within timeframe indicated on Appendix A and/or Appendix B (depending on services selected by District).

## IV. EXPENSES

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

## V. INDEPENDENT CONTRACTOR

Consultant, in the performance of this agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

## VI. MATERIALS

VI.1. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement.

VI.2. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession.



# enVision Consulting Group

## VII. TERMINATION

District may, with or without reason, terminate this agreement and compensate Consultant for services rendered to the date of termination. District must submit termination request in writing and deliver via certified U. S. Mail to Consultant 30 days prior to actual date of termination of services by Contractor. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

## VIII. HOLD HARMLESS

VIII.1. Consultant agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

VIII.1.1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant, either directly or by independent contract, upon or in connection with the services called for in this agreement, however caused, except for liability for damage referred to above which result from the negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.2. Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, whether said injury or damage occurs whether on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.3. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this agreement.

## IX. WORKERS' COMPENSATION

Consultant shall purchase and maintain policies of Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

## X. COMPLIANCE WITH APPLICABLE LAWS

The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in services covered by this agreement or accruing out of the performance of such services.



# enVision Consulting Group

## XI. ENTIRE AGREEMENT/AMENDMENT

This agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

## XII. NOTICE

All notices or demands to be given under this agreement by either party to the other, shall be in writing and given either by (a) personal service or (b) by U. S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U. S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030-7442

Consultant:

enVision Consulting Group, Inc.  
Post Office Box 2038  
Rancho Cucamonga, CA 91729

## XIII. SEVERABILITY

If any term, condition or provision of this agreement and any exhibit attached hereto is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

## XIV. ATTORNEY FEES/COSTS

Should litigation be necessary to enforce any terms or provisions of this agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

**THIS AGREEMENT IS ENTERED INTO THIS 20<sup>th</sup> DAY OF APRIL.**

**BOARD APPROVAL DATE:** \_\_\_\_\_

**Oxnard School District**

**enVision Consulting Group, Inc.**

By: \_\_\_\_\_  
(Signature of authorized representative)

By : \_\_\_\_\_

Lisa A. Franz, Director, Purchasing  
(Print name of authorized representative)

Beth Hunter, President



# enVision Consulting Group

## Appendix A

### **ANNUAL PARENT’S RIGHTS NOTIFICATION**

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by consultant: Preparation of Annual Parent’s Rights Notification as required by Education Code Section 48980.

#### **I. CONSULTANT’S RESPONSIBILITIES**

- I.1. Consultant shall collect, document and process the information necessary to prepare Annual Parent’s Rights Notification.
- I.2. Consultant will provide one completed English version of Annual Parent’s Rights Notification in an electronic file format for English versions (in a Portable Document Format).
- I.3. Consultant will make a good faith effort to prepare Annual Parent’s Rights Notification in accordance with existing laws, regulations and applicable written guidelines.

#### **II. SUPPLEMENTARY SERVICES**

- II.1. Spanish Translation Services – should District elect Spanish Translation services (English to Spanish) in the Compensation section of this agreement, Consultant shall translate from English to Spanish the Annual Parent’s Rights Notification and will provide one completed Spanish version of Annual Parent’s Rights Notification in an electronic file format for Spanish Version (in a portable Document Format).
- II.2. Printing Services – should District elect printing services, Consultant will provide district with a quote related to the specific document format selected by the district and the number of notices required to be printed by Consultant.

#### **III. COMPENSATION**

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this agreement a fee of (select term/compensation by initialing in the space provided):



# enVision Consulting Group

## Annual Parent’s Rights Notification

- One Year Agreement – 2022-23 APN  
**\$1,500** for Annual Parent’s Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Two-Year Agreement – 2022-23 & 2023-24 APN  
**\$1,250** for Annual Parent’s Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Three-Year Agreement –2022-23, 2023-24 & 2024-25 APN  
**\$1,000** for Annual Parent’s Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.

Fee schedule for Annual Parent’s Rights Notification services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
30%	Upon delivery of Annual Parent's Rights Notification final

## SPANISH TRANSLATION SERVICES

- District accepts Spanish Translation Services** and has selected the following term/compensation:
- One Year Agreement – 2022-23 APN  
**\$500** Annual Parent’s Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Two-Year Agreement – 2022-23 & 2023-24 APN  
**\$450** Annual Parent’s Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Three-Year Agreement –2022-23, 2023-24 & 2024-25 APN  
**\$400** Annual Parent’s Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.

Fee schedule for Spanish Translation services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
30%	Upon delivery of final



# enVision Consulting Group

## Appendix B

### SCHOOL SITE SAFETY PLAN SERVICES

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by consultant: Preparation of Comprehensive School Site Safety Plan pursuant to Senate Bill 187.

#### I. CONSULTANT’S RESPONSIBILITIES

- I.1 Consultant shall collect, document and process the information necessary to prepare Comprehensive School Site Safety Plan(s) for each school listed below.
- I.2 Consultant will provide the District an electronic file for English versions (in a Portable Document Format. An electronic file will be provided for each Comprehensive School Site Safety Plan prepared as identified on the school listing below. The electronic files will be provided on CD Rom.
- I.3 Consultant will provide, for each school site listed one full color copy of completed Safety Plan(s).
- I.4 Consultant shall provide District a binder containing one copy of completed Comprehensive School Safety Plan for each school listed.
- I.5 Consultant will make a good faith effort to prepare Comprehensive School Safety Plans in accordance with existing laws, regulations and applicable written laws.

#### II. COMPENSATION

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this agreement a fee of (select term/compensation by initialing in the space provided):

#### COMPREHENSIVE SCHOOL SAFETY PLANS

- \_\_\_\_\_ One Year Agreement  
**\$600 per site per fiscal year** for Comprehensive School Safety Plan Preparation Services performed during the term of this contract. The contract includes all fees and expenses for travel. (Preparation for the 2022-23 Safety Plans)
- \_\_\_\_\_ Two-Year Agreement  
**\$550 per site per fiscal year** for Comprehensive School Safety Plan Preparation Services performed during the term of this contract. The contract includes all fees and expenses for travel. (Preparation for the 2022-23 & 2023-24 Safety Plans)
- \_\_\_\_\_ Three-Year Agreement  
**\$500 per site per fiscal year** for Comprehensive School Safety Plan Preparation Services performed during the term of this contract. The contract includes all fees and expenses for travel. (Preparation for the 2022-23, 2023-24 & 2024-25 Safety Plans)



# enVision Consulting Group

Fee schedule for Comprehensive School Safety Plan services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
20%	Upon delivery of drafts
10%	Upon delivery of completed, approved Comprehensive School Safety Plans

District requests Consultant to prepare a Comprehensive School Safety Plan for each of the school sites indicated below:

	<b>Complete Listing of School Sites</b>	<b>Place an "X" if school site requires School Site Safety Plan:</b>
1.	Bernice Curren School	
2.	Cesar Chavez School	
3.	Christa McAuliffe School	
4.	Dennis McKinna School	
5.	Dr. Manuel M. Lopez Academy of Arts and Sciences	
6.	Driffill School	
7.	Elm Street School	
8.	Emilie Ritchen School	
9.	Frank Academy of Marine Science and Engineering	
10.	Fremont Academy of Environmental Science & Innovative Design	
11.	Juan Lagunas Soria	
12.	Kamala School	
13.	Lemonwood School	
14.	Marina West School	
15.	Norma Harrington School	
16.	Norman R. Brekke School	
17.	Ramona School	
18.	Rose Avenue School	
19.	San Miguel School	
20.	Sierra Linda School	
21.	Thurgood Marshall School	

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Support Services Agreement

### **Ratification of Amendment #2 to Agreement #17-273 with Crown Castle Fiber/Sunesys for Wide Area Network Digital Transmission Services (Aguilera-Fort/Kranzler)**

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On April 18, 2018, the Board of Trustees approved Agreement #17-273 with Crown Castle Fiber/Sunesys for Wide Area Network Digital Transmission Services, for a 3-year period and a total agreement amount of \$550,800.00.

At the Board meeting of February 17, 2021, the Board of Trustees approved Amendment #1, in the amount of \$183,600.00, to extend the agreement through June 30, 2022, for a new total agreement amount of \$734,400.00.

Amendment #2, in the amount of \$183,600.00, is required in order to extend the agreement through June 30, 2023, for a new total agreement amount of \$918,000.00.

E-Rate will fund a portion of the cost of this Amendment based on the District's annual qualifying FRMP (Free and Reduced Meal Program) which is currently at 90%.

#### **FISCAL IMPACT:**

\$183,600.00 per year (\$15,300.00 per month): **\$165,240.00 – E-Rate**  
**\$ 18,360.00 – General Fund**

#### **RECOMMENDATION:**

It is the recommendation of the Interim Chief Information Officer, and the Superintendent, that the Board of Trustees ratify Amendment #2 to Agreement #17-273 with Crown Castle Fiber/Sunesys.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #2 \(1 Page\)](#)  
[Amendment #1 \(1 Page\)](#)  
[Agreement #17-273, Crown Castle Fiber-Sunesys \(27 Pages\)](#)



# OXNARD SCHOOL DISTRICT

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

## AMENDMENT #2 TO AGREEMENT #17-273

March 21, 2022

Crown Castle  
1220 Augusta Dr., #600  
Houston, TX 77057

The Oxnard School District currently has a contract, #17-273 with Crown Castle, for Wide Area Network (WAN) Services through June 30, 2022. As indicated in the agreement signed by the District on April 18, 2018, (see attached), the District would like to extend the contract for an additional (12) month period, extending the contract through June 30, 2023, in the amount of \$183,600.00. This is the second and final extension of the contract.

All other terms and conditions remain the same.

Please sign and acknowledge the acceptance of the extension to the **existing** contract as referenced above.

Sarah Wilkens  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative : Sarah Wilkens  
Crown Castle  
03/21/2022 | 1:39:23 PM PDT

[Signature]  
Signature \_\_\_\_\_ Date 3/21/22  
Valerie Mitchell, MPPA  
Interim Asst. Supt., Business Services  
Oxnard School District

*Mission: "All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities"*



# OXNARD SCHOOL DISTRICT

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

## AMENDMENT #1 TO AGREEMENT #17-273

February 17, 2021

Crown Castle  
1220 Augusta Dr., #600  
Houston, TX 77057

Dear Ms. Lynn Sivertsen:

The Oxnard School District currently has a contract, #17-273, with Crown Castle, for Wide Area Network (WAN) Services through June 30, 2021. As indicated in the agreement signed by the District on April 18, 2018, (see attached), the District would like to extend the contract for an additional twelve (12) month period, extending the date of the contract through June 30, 2022, in the amount of \$183,600.00.

All other terms and conditions remain the same.

Please sign as acknowledgment and acceptance of the extension to the existing contract as referenced above.

John B. Messenger Digitally signed by John B. Messenger  
Date: 2021.03.19 13:31:07 -04'00' 3/19/2021  
Signature Date  
John B. Messenger, Managing Counsel  
Crown Castle

Lisa A. Franz 3-19-21  
Signature Date  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

**MASTER LICENSE AGREEMENT**

**THIS MASTER LICENSE AGREEMENT (“Agreement”)**, dated as of April 18, 2018, between Sunesys, LLC (“**Company**”) and the customer identified below (“**Licensee**”), sets forth the terms and conditions under which Company, and one or more of its “Affiliates” (as defined below), may issue licenses to Licensee to use (1) Company’s SunE™ switched Ethernet, SunEP™ managed private Ethernet, and SunWave™ private wavelength (collectively, “**Lit Fiber**”); (2) Company’s SunColo™ collocation space (“**Collocation**”); (3) Company’s SunDF™ dark fiber (“**Dark Fiber**”), and/or (4) Company’s SunIP™ Internet access (“**Internet Access**”), each as more fully described in the applicable Facility Guide. Lit Fiber, Collocation, Dark Fiber and Internet Access are sometimes individually referred to below as a “**Facility**” and collectively as the “**Facilities**.” The Facility Guides attached to this Agreement only apply to the extent that Licensee has entered into a License to use the Facility described in the applicable Facility Guide. To the extent that Facility Guides pertaining to certain of the Facilities offered by Company are not made a part of this Agreement as of the Effective Date, they may be added by amendment, when and if the Licensee elects to license one of those Facilities. Company and Licensee may be referred to as the “**Parties**” or individually as a “**Party**.” “**Affiliate**” means, with respect to a Party to this Agreement or a License, any person or entity which directly or indirectly controls, is controlled by or is under common control with the referenced Party.

This Agreement consists of this cover page (“**Cover Page**”), the General Terms and Conditions attached hereto (“**Terms and Conditions**”), any written amendments executed by the Parties (“**Amendments**”), the Facility Guides attached hereto or subsequently added by way of an Amendment (each a “**Facility Guide**”) and any and all licenses (each a “**License**”) executed by the Parties. This Agreement is effective the date it is countersigned by Company as indicated below (the “**Effective Date**”).

Licensee:  
**Oxnard School District**  
1051 South A. Street  
Oxnard, CA 93030

Licensee’s use of Facilities is also subject to Company’s Acceptable Use Policy, Company’s Privacy Policy and such other policies (collectively the “**Policies**”) posted at Company’s website located at <http://sunesys.com>. Facilities may not be transferred.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**SUNESYS, LLC**

  
\_\_\_\_\_  
Authorized Signature

Mark Schrott VP fiber Solutions  
Printed Name and Title

4/27/18  
Effective Date

**OXNARD SCHOOL DISTRICT**

  
\_\_\_\_\_  
Authorized Signature

Janet Penanhoat, Asst. Supt., Business & Fiscal Services  
Printed Name and Title

4/3/2018  
Date

**Applicable Attachments:**

- Attachment 1: General Terms and Conditions
- Attachment 2: Lit Fiber Facility Guide
- Attachment 3: License Form

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C.  
Fibernet Direct Florida LLC.  
Fibernet Direct Texas LLC.  
Access Fiber Group, Inc.  
Wilshire Connection, LLC  
Lightower Fiber Networks II, LLC

-Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin  
-Florida , Georgia  
-Louisiana, Oklahoma, Texas  
-Alabama, Missouri, Tennessee  
-California  
-Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland,  
Massachusetts, New Hampshire, New Jersey, New York, North Carolina,  
Pennsylvania, Rhode Island, Vermont, Virginia

**ATTACHMENT 1**  
**GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF AGREEMENT.**

1.1 General. In accordance with the terms and conditions of this Agreement, Company shall provide the use of certain Facilities to Licensee as specified in one or more Licenses executed and delivered by the Parties.

1.2 Agreement Term. The initial term of this Agreement ("**Initial Term**") shall begin as of the Effective Date and shall continue in effect through June 30, 2023. The terms and conditions of this Agreement shall continue to apply to each License executed and delivered hereunder, notwithstanding the earlier termination or expiration of this Agreement, until the expiration or earlier termination of the last License Term (as defined in Section 2.4 below).

**2. LICENSE PROCESS.**

2.1 License Contents. Licenses shall identify at a minimum: (a) the Facility(s) Licensee will use; (b) the Initial License Term (as defined in Section 2.4 below); (c) a requested target delivery date; and (d) applicable non-recurring and recurring charges (together with any other taxes, fees, costs, charges, reimbursements and expenses expressly contemplated in this Agreement, collectively, "**Charges**") for each Facility. Licenses shall be memorialized using the License form attached hereto or such other form approved by Company from time to time. Unless otherwise provided in a License, Company may choose the equipment or facilities constituting the Facilities and may substitute, change or rearrange any such equipment or facilities at any time or from time to time as long as the Facility quality or type of Facility is not materially impaired or changed.

2.2 Grant of License. Company grants to Licensee and Licensee accepts from Company a license to use each Facility that is the subject of a fully executed License solely on the terms and conditions of this Agreement, including each applicable License. A License shall become binding on the Parties when it is signed and delivered by both Parties. When a License becomes effective it shall be deemed part of, and shall be subject to, this

Agreement. Nothing in this Agreement shall be construed to obligate either Party to execute any Licenses.

2.3 Commencement Date. Except as otherwise agreed to in the applicable License, Charges shall begin to accrue on the "**Commencement Date**" as determined consistent with Section 6.1. No failure of performance or delay attributable to Licensee or Licensee's employees, agents, or contractors (collectively, "**Representatives**"), or any failure, incompatibility, or unavailability of Licensee's equipment, facilities, or systems not provided by Company, shall delay the Commencement Date or otherwise excuse Licensee from making payment for a Facility at such time as Company would be ready to provide the Facility, regardless of whether Licensee is ready to use the Facility. Company shall not incur liability of any kind for delays or inability to install a Facility based on acts or omissions of Licensee, its Representatives or end users.

2.4 License Term.

(a) The initial term for which Licensee shall pay for and Company shall provide each Facility shall be as indicated in the applicable License ("**Initial License Term**"). The Initial License Term shall commence on the Commencement Date for the applicable Facility (or if more than one Facility is the subject of a License, and the License does not indicate that Facilities have separate License Terms, upon the last Commencement Date for any Facility). Following the expiration of the Initial License Term of a License, the License shall renew on the terms set forth within the License (the "**Renewal License Term**"). The Initial License Term, together with any Renewal License Terms, shall be referred to collectively as the "**License Term**."

(b) Upon the expiration or earlier termination of the License Term, Licensee shall cease using the applicable Facility, all of Licensee's rights in the applicable Facility shall automatically terminate and revert to Company, and neither Licensee nor Company shall have any further obligations relating to that Facility except for any unpaid charges or

defaults not cured prior to the expiration or earlier termination of the applicable License Term, and other obligations that expressly survive expiration or other termination of this Agreement or the applicable License.

2.5 Affiliate Licenses. Company's Affiliates shall be permitted to execute Licenses hereunder. In that case such Company Affiliate executing the License shall be bound by the terms and conditions of this Agreement as if such Affiliate were a signatory hereto for each Facility described in such License and all references to "Company," "Party" or "Parties" shall be deemed to refer to such Affiliate when reasonably appropriate under the circumstances. In such event, the Company Affiliate executing the License shall be solely responsible for all rights and obligations arising hereunder and thereunder and neither Sunesys, LLC nor any other Company Affiliate shall have any liability whatsoever in connection with any such Company Affiliate License(s).

2.6 Other Users. Nothing in this Agreement shall preclude Company or any Company Affiliate from using Company's systems or fiber network (collectively, "System") or Company's other equipment or facilities to provide Facilities to third parties (including through the license of Facilities to other licensees).

### 3. LICENSEE RESPONSIBILITIES.

3.1 Use of Facilities by Licensee. Licensee shall not, nor permit others to, use any Facility for any unlawful purpose or in any unlawful manner and all use of Facilities by and through Licensee will at all times comply with all applicable laws, regulations, Policies, and Company's written and electronic instructions for use.

3.2 Licensee Equipment. Licensee shall, at its own expense, procure and configure any Licensee equipment necessary to implement or use the Facilities, unless otherwise set forth in the applicable License. Licensee shall ensure that all such Licensee equipment complies with Company's specifications for use of Facilities, and do not interfere with or impair the System or any equipment or facilities of

Company or of other licensees. Company reserves the right, at its option and without penalty of any kind, to suspend Licensee's use of any Facilities if any Licensee equipment or facilities do not comply with the foregoing provisions.

### 3.3 Licensee Facilities.

(a) Licensee shall furnish or arrange to have furnished to Company, at no charge to Company, such environment, space, and/or electrical power within Licensee's premises as required by Company to install, operate, maintain, repair, replace, and remove any Facility under this Agreement. If Company has reasonably incurred any costs or expenses in installing or preparing to install any Facility that it otherwise would not have incurred, Licensee shall be responsible for all associated reasonable costs and expenses. Licensee shall ensure that Company has such access to Licensee's premises as necessary for Company to perform its obligations under this Agreement.

(b) As between Company and Licensee, the System and all equipment and facilities provided by Company shall be and remain Company's property at all times. Licensee shall not tamper with, remove or conceal identifying plates, tags, or labels on the System or any such Company equipment and facilities showing the ownership interest of Company. Licensee shall take no action that directly or indirectly impairs Company's title to, or that imposes any claim, lien, or encumbrance on, the System or Company's equipment or facilities. Company may remove Company's equipment and facilities from Licensee's premises upon expiration or earlier termination of the applicable License Term.

(c) Licensee shall reimburse Company for any damage to Company's equipment or facilities caused by: (i) the acts or omissions of Licensee, its Representatives or end users; (ii) malfunction of any equipment or facilities not provided by Company and used by Licensee or Licensee's Representatives or end users in connection with any Facility; or (iii) fire, theft or other casualty on the premises of Licensee.

(d) Except as the context otherwise requires, any references to Company's "facilities" or "equipment"

in this Agreement shall include, but not be limited to, any facilities, equipment, and other assets (including fiber or any other portion of the System) constituting the Facility licensed hereunder.

(e) Licensee shall at its sole cost and expense promptly remediate any release of a Hazardous Substance resulting from Licensee's activities or operations. "**Hazardous Substances**" shall include any pollutant, toxic substance, element, compound, chemical, waste, or other material (including but not limited to petroleum hydrocarbons, asbestos, lead paint, and radon gas) that is regulated by any federal, state, or local statute, ordinance, order, or action, or that presents a risk to human health or the environment.

3.4 Licensee Authorizations for Use of Facilities. Licensee, at its sole cost and expense, shall obtain and maintain any and all necessary easements, licenses, permits, franchises and other approvals that may be required by any property owner or licensor, or any federal, state, local or tribal law, statute, regulation or ordinance, as the same may now or in the future be applicable to Licensee's use of the Facilities as provided in this Agreement.

3.5 No Unauthorized Access to Company Property. Licensee shall not, nor permit others to, rearrange, disconnect, remove, attempt to maintain, repair or otherwise touch or access any part of the System or any Company equipment or facilities, without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Any access granted by Company shall be upon the terms and conditions specified by Company including requiring that a Company employee or contractor be present at Licensee's expense. Licensee will indemnify, defend and hold the Company and its Affiliates harmless from any penalties associated with, or damages caused by, any such authorized or unauthorized access to the System, or any Company equipment or facilities.

#### 4. REQUIRED RIGHTS; MAINTENANCE.

4.1 Required Rights. At Company's sole cost and expense, Company will use commercially

reasonable efforts to obtain and maintain in full force and effect during the applicable License Term all applicable authorizations, leases, licenses, easements, rights-of-way, franchises, approvals, permits and other governmental and private property rights necessary for Company to lawfully construct, install, maintain and repair the Company's equipment, facilities and System that support Facilities licensed to Licensee (collectively, the "**Required Rights**"). Each License and associated license granted to Licensee is subject to all Required Rights terms, conditions, limitations, restrictions and reservations, and Licensee shall not engage in any activity that impairs or adversely affects any Required Rights.

4.2. Loss of Required Rights. If Company fails to obtain or cause to remain effective throughout the applicable License Term all Required Rights for the Facility, and such failure actually and materially interrupts Licensee's use of a Facility, either Party may terminate the affected Facility upon written notice. In the event of such termination, any Charges for that Facility shall abate from the effective date of termination and any previously paid recurring Charges attributable for any period beyond such date shall be returned to Licensee. So long as Company had used commercially reasonable efforts, Company's failure to obtain or cause to remain effective Required Rights does not constitute a breach of this Agreement or any License.

4.3 Maintenance. Company shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by Company, and Company shall use commercially reasonable efforts to maintain such facilities and equipment in accordance with Company's standard practices (which shall not deviate in any material respect from standard industry practices). All maintenance is included in the Charges set forth in the applicable License, except to the extent that the need for the maintenance or repair was caused by the acts or omissions of Licensee or its Representatives in which case Licensee shall reimburse Company's costs and expenses incurred in performing the same.

**5. REGULATORY CHANGES.** The Parties agree that in the event of any decision after the Effective Date by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions of this Agreement or Company's ability to provide Facilities on the terms of this Agreement or the applicable License, Company may, by providing written notice to the Licensee, require that the affected provisions of this Agreement or the applicable License be renegotiated in good faith. If the Parties cannot reach resolution on new Agreement terms, Company may, in its sole discretion, terminate without penalty the affected Facilities, in whole or in part, upon written notice to Licensee.

**6. PAYMENT TERMS.**

**6.1 Charges.**

(a) Recurring Charges. Except as otherwise agreed to in the applicable License, the "**Acceptance Date**" shall be as determined under the applicable Facility Guide. Monthly recurring Charges for a Facility are due beginning on the first day of the month following the month in which the Acceptance Date occurs, and on the first day of each subsequent month thereafter (the date that monthly recurring Charges first become due as just provided, the "**Commencement Date**").

(b) Non-Recurring Charges. Non-recurring Charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) are due in full as of the Commencement Date, or as otherwise provided in the License.

(c) Certain Payment Terms. Licensee agrees to pay all undisputed Charges on or before the date that is thirty (30) calendar days after receipt of invoice ("**Due Date**"). If payment is not received by Company on, or disputed in good faith by Licensee by, the next business day after the Due Date, the balance due shall be subject to an interest charge on delinquent amounts at the lower of one and one-half

percent (1½%) per month, or the highest rate permissible at law, until paid. The amounts due to Company hereunder are due and payable without set off. Partial payment of any bill will be applied to the Licensee's outstanding Charges and accrued interest as determined by Company. No acceptance of partial payment by Company shall constitute a waiver of any rights to collect the full balance owed under this Agreement.

**6.2 Pricing Adjustments after Initial Term.** Unless a License expressly contemplates one or more Renewal License Terms and associated recurring Charges that would apply during any such renewal(s), effective at any time after the end of the Initial License Term for any Facility and from time to time thereafter, Company may modify the recurring Charges for such Facilities on thirty (30) days prior written notice to Licensee. Licensee will have thirty (30) days from receipt of such notice to cancel the applicable Facility without further liability. Should Licensee fail to cancel within this timeframe, Licensee will be deemed to have accepted the modified Facility pricing.

**6.3 Taxes and Surcharges.** Any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, state and federal universal service fund surcharges, TRS fund surcharges or other tax-related surcharges, chargeable to or against Company because of Facilities provided to Licensee, including any charges mandated or imposed on Company by regulatory agencies or others shall be charged to and payable by Licensee in addition to the Charges; provided, however, if Licensee believes it is exempt from any of the foregoing, Licensee will provide Company with an exemption certificate acceptable to Company evidencing such claimed exemption with or prior to Licensee's submission of its initial License and thereafter within thirty (30) days of the Licensee's exemption filing made with the appropriate federal or other regulatory agency. Exemption certificates will not be applied retroactively to Charges billed prior to the date the exemption certificate is received by Company and

Company will not refund any payments for taxes and other surcharges made to Company even if Licensee was eligible for an exemption from those taxes or surcharges. Licensee shall indemnify, defend and hold harmless Company against any Liabilities (as defined in Section 9 below) suffered by Company arising out of any exemption claimed by Licensee, including, without limitation, any attachments, fines or penalties.

6.4 Third Party Services. Unless otherwise set forth in a Facility Guide or a License, Licensee is solely responsible for coordination of and payment for all applications, equipment, products and services of whatever nature received by Licensee from a third party ("Third Party Services").

6.5 Extraordinary Charges. Company may invoice and Licensee shall be responsible for paying any fees, costs, charges and expenses reasonably incurred by Company beyond those normally associated with the Facilities that are the direct result of: (a) receipt of inaccurate information from Licensee; (b) reinstallation charges following any suspension of Licensee's use of a Facility for cause by Company; or (c) Licensee's request for Company's on-site assistance with respect to Licensee equipment problems or outages if Company determines that the problem or outage was not a result of Company's System, equipment or facilities.

6.6 Disputed Bills. If Licensee disputes in good faith any portion of an invoice, Licensee shall pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Licensee's claim, to Company for the disputed amount of the invoice by the Due Date. The Parties shall negotiate in good faith to resolve any billing dispute. In the event that such dispute cannot be resolved, the Parties agree to comply with the Dispute resolution procedures set forth in Section 12 below.

## 7. DEFAULT AND REMEDIES.

7.1 Event of Default. The following shall constitute

events of default ("Default") under this Agreement:

(a) By Licensee.

(i) Licensee's failure to pay any invoice or other amount due within ten (10) days after Licensee's receipt of notice that a payment is past due (provided, however, that Licensee shall only have the right to cure such late payment one (1) time in any twelve (12) month period); and

(ii) Licensee's breach of any material term of this Agreement or a Policy (other than payment terms) where such breach remains uncured for more than thirty (30) days from the date of Licensee's receipt of notice thereof, provided, however, if such breach is not capable of cure within such thirty (30) day period, if Licensee fails to commence to cure such breach or thereafter diligently pursue completion of such cure; or

(b) By Company. Company's breach of any material term of this Agreement where such breach remains uncured for more than thirty (30) days from the date of Company's receipt of notice thereof provided, however, if such breach is not capable of cure within such thirty (30) day period, if Company fails to commence to cure such breach or thereafter diligently pursue completion of such cure.

7.2 Remedies on Default.

(a) Company's Remedies. Upon any Default by Licensee, Company may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend or terminate Licensee's use of Facilities (either completely or only with respect to any affected License) and recover reconnection fees and other costs if applicable; (ii) apply or enforce any deposit/payment assurance and/or enforce any security interest provided by Licensee; and/or (iii) pursue any other remedies available at law or in equity not limited by the express terms of this Agreement.

(b) Licensee's Remedies. Upon any Default by Company, unless the Agreement stipulates a remedy

as being the sole remedy available to Licensee for the Default in question, Licensee may terminate the affected Facility without further liability to Company.

## 8. WARRANTIES; LIMITATIONS OF LIABILITY.

8.1 Exclusion of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES PROVIDED BY COMPANY WITH RESPECT TO THIS AGREEMENT AND FACILITIES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE AND NON-INFRINGEMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY THIRD PARTY SERVICES. Without limiting the generality of the foregoing, and except as expressly otherwise stated in this Agreement, Company does not warrant that the Facilities licensed to Licensee hereunder will be uninterrupted, error-free, or free of latency or delay, that the Facilities will meet Licensee's requirements, or that the Facilities will prevent unauthorized access by third parties. All Facilities are licensed "as is" and "with all faults" unless otherwise specified in writing.

8.2 Limitations of Liability. Notwithstanding any contrary provision herein, Company's total aggregate liability arising out of any License, including, without limitation, any delays in installation, commencement, or restoration of Licensee's use of a Facility, accidents, omissions, outages or interruptions or errors or defects in transmission shall not exceed three months' monthly recurring Charges for the affected Facility under the applicable License from which the liability arises. Without limiting the generality of the foregoing, Company shall have no obligation to provide

alternative routing with respect to any Facility provided pursuant to this Agreement. In no event shall Company be liable in any way to any of Licensee's customers or end users.

8.3 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY OUTAGES OR INCORRECT OR DEFECTIVE TRANSMISSIONS OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTIONS OR BUSINESS OPPORTUNITIES OR GOODWILL) RELATING TO OR ARISING FROM LICENSEE'S USE OF FACILITIES UNDER THIS AGREEMENT, OR OTHERWISE RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED. DAMAGES PAID BY LICENSEE TO ANY THIRD PARTY SHALL BE CONSIDERED INDIRECT DAMAGES FOR THE PURPOSES OF THIS PROVISION. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT. In no event shall Company be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software or loss thereof; (ii) any act or omission of Licensee, its Representatives, end users or third parties; (iii) interoperability, interaction or interconnection of the Facilities with Third Party Services; or (iv) loss or destruction of any Licensee hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Licensee acknowledges that it has been advised to back up all data, files and software prior to the Commencement Date of each Facility and at regular intervals thereafter.

## 9. INDEMNIFICATION.

(a) Subject to the terms, conditions and limitations of this Agreement, Company agrees to defend, hold harmless, and indemnify Licensee, its Affiliates, and their respective employees, directors, officers and agents ("Licensee Indemnitees") from and against all claims, actions, damages, and/or liabilities, together with any and all losses, fines, penalties, costs, and expenses, including, without limitation, fines and penalties imposed by governmental entities (collectively, "Liabilities") suffered by any third party and proximately caused by the negligence or willful misconduct of Company, or of Company's directors, officers, employees, contractors, or agents.

(b) Subject to the terms, conditions and limitations of this Agreement, Licensee agrees to defend, hold harmless, and indemnify Company, its Affiliates, and their respective employees, directors, officers and agents ("Company Indemnitees") from and against all Liabilities suffered by any third party and proximately caused by the negligence or willful misconduct of Licensee, or of Licensee's directors, officers, employees, contractors, or agents.

(c) Notwithstanding the foregoing, a Party's obligation to indemnify the other Party and the other Party's Indemnitees shall be reduced to the extent, and in the proportion, that any such Liabilities have been proximately caused by the negligence or willful misconduct of the other Party or the other Party's Indemnitees.

## 10. INSURANCE.

10.1 General Insurance. During the Term of this Agreement (including the duration of any License in effect after expiration or termination of the Term), both Parties shall, at their own expense, provide and keep in full force and effect the following liability insurance policies (purchased from and maintained with companies rated AX or better by Best's Key Rating Guide), and each Party shall name the other Party as an additional insured on the commercial general liability and automobile liability policies:

(a) Commercial general liability insurance including coverage for (i) premises/operations, (ii) independent contractors, (iii) products/completed

operations, (iv) personal and advertising injury, (v) contractual liability covering the indemnification obligations of this Agreement, and (vi) explosion, collapse, and underground hazards, in each case with combined single limit of at least \$5,000,000.00 each occurrence or its equivalent (which may be met by a combination of primary and excess or umbrella policies);

(b) Worker's compensation insurance in amounts required by applicable laws and employer's liability insurance with a limit of at least \$1,000,000.00 each accident; and

(c) Automobile liability insurance, including coverage for owned/leased, non-owned or hired automobiles with combined single limit of at least \$1,000,000.00 for each accident.

10.2 Insurance Cancellation. All such policies will contain a provision that the insurance carrier will provide at least 30 days' prior written notice of cancellation, except for non-payment of premium, to the other Party, and all such policies will be verified with an insurance certificate furnished promptly after the Effective Date. These insurance obligations will not relieve a Party of any of its obligations under this Agreement.

10.3 Waiver of Subrogation. Except as provided in Sections 3.3(c), 3.5 and 4.3 above, each Party waives all other recovery rights against the other Party and against the other Party's officers, directors, stockholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors, in each case for any loss arising from any cause covered or that could be covered by fire, extended coverage, "all risks," or other insurance required under this Agreement, whether existing now or in the future, irrespective of whether such insurance was required under this Agreement. Each Party will obtain, from the insurance companies providing the coverage required by this Agreement, a waiver of subrogation against the other Party consistent with this subsection.

## 11. CONFIDENTIALITY.

11.1 Pre-Existing Agreement Controls. If the Parties have executed a non-disclosure or confidentiality agreement and such agreement remains in force, the terms of that agreement shall apply. If the Parties have not executed a non-disclosure or confidentiality agreement or such agreement lapses, terminates or expires, each Party agrees to limit use and prevent disclosure of the other Party's Confidential Information (as defined in Section 11.3 below) in accordance with this section.

11.2 Limitations on Disclosure and Use. All Confidential Information disclosed by a Party (the "Disclosing Party") shall be kept by the receiving Party (the "Receiving Party") in strict confidence and shall not be disclosed to any third party or used for any purpose other than as expressly contemplated in this Agreement without the Disclosing Party's prior express written consent which may be withheld in the Disclosing Party's sole discretion. Notwithstanding the foregoing, such information may be disclosed (a) to the Receiving Party's attorneys, auditors, bankers and similar advisors (collectively, "Advisors") and Representatives who have a need to know for the purpose of performing under this Agreement (provided that in all cases the Receiving Party shall take appropriate measures prior to disclosure to its Advisors and Representatives to assure against unauthorized use or disclosure); or (b) as otherwise authorized by this Agreement. The Receiving Party agrees to treat the Disclosing Party's Confidential Information in the same manner as the Receiving Party treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

11.3 Definition. "Confidential Information" means all information regarding the Disclosing Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the Receiving Party to be proprietary or confidential information under the circumstances. Without limiting the generality of the foregoing, Confidential Information shall include, without limitation, even if not marked, this Agreement, all Licenses, proposals, quotes, rate information,

discount information, subscriber information, network upgrade information and schedules, and network operation information (including without limitation information about outages and planned maintenance).

11.4 Exceptions. Notwithstanding the foregoing, Receiving Party's confidentiality obligations hereunder shall not apply to information disclosed to it by the Disclosing Party that: (a) is already known to the Receiving Party without a pre-existing restriction as to disclosure and use; (b) is or becomes publicly available without the Disclosing Party's fault; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure and use; (d) is approved for release by the prior written authorization of a duly authorized representative of the Disclosing Party; (e) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (f) is required to be disclosed by law or regulation in which case the Receiving Party shall provide as much advance notice to the Disclosing Party, unless prohibited by law, as is practical under the circumstances to allow the Disclosing Party an opportunity to take appropriate steps to protect the Confidential Information.

11.5 Remedies. Each Party acknowledges that breach of this Section 11 would cause irreparable harm and damage to the other Party. Accordingly, each Party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 11, including, but not limited to, injunctive relief.

11.6 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Section 11 shall survive the expiration and termination of this Agreement for a period of two (2) years (or such longer period as may be required by law in the case of trade secrets).

12. **DISPUTE RESOLUTION.** Except as otherwise provided herein, any dispute, controversy, or claim ("Dispute") arising out of or related to this Agreement shall be resolved in accordance with the procedures set forth in this Section. Upon the written request of either Party, each of the Parties shall

appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to negotiate settlement of the Dispute, and the Parties shall attempt in good faith to negotiate a resolution of the Dispute. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days, either Party may pursue other remedies available at law or equity not limited by the express terms of this Agreement.

### 13. NOTICE.

13.1 Notice Addresses. Unless otherwise provided in this Agreement, and except for payments which shall be sent to the address indicated on Company's invoices, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

(a) If to Licensee, to Licensee's address indicated on the Cover Page.

(b) If to Company:

Sunesys, LLC  
c/o Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attn: General Counsel – SCN

with a copy to:

Sunesys, LLC  
c/o Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attn: SCN Contracts Management

13.2 Notice and Delivery. Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, or by commercial overnight delivery service and shall be deemed served or delivered to the addressee when received or refused at the address for notice specified above (or such other address as a Party might indicate by way of a notice delivered consistent with this Section 13) when hand delivered, two business days after deposit in the U.S. Mail, or on the next business day after being sent by overnight delivery service.

### 14. BUILDING ENTRY RIGHTS; RELOCATION.

14.1 Building Entry Rights. The Party indicated in a License shall be responsible for obtaining, at no cost to the other, rights to allow Company to: (a) enter buildings where the termination points for the fiber portion of the System will be located, (b) bring fiber from the public right of way into those buildings, and (c) use fiber conduits and risers within any such buildings (collectively, "Building Entry Rights"). To the extent that it is necessary to obtain Building Entry Rights, the Parties will assist each other in obtaining the Building Entry Rights and the Party responsible for obtaining such rights will reimburse the assisting Party for any costs which the non-responsible Party reasonably incurs in doing so. Where a License indicates that Company is responsible for obtaining Building Entry Rights, if the Parties elect to execute a License before Company has secured all Building Entry Rights, then any Commencement Date commitment shall be extended as reasonably necessary to reflect any delays in obtaining Building Entry Rights.

### 14.2 Relocation.

(a) If Company is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Required Right, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event, to relocate any portion of a System that supports a Facility, Company will have the right to either proceed with such relocation, including the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Company will keep Licensee fully informed of determinations made by Company in connection with any such relocation. Company shall endeavor to provide Licensee no less than sixty (60) days' prior written notice of any relocation, and in any event, as much advance notice as is commercially feasible under the circumstances.

(b) For Lit Fiber Facilities, Company shall pay for

the costs of any relocation required by this Section 14.2. For Dark Fiber Facilities, Company, Licensee and any other Company customers using the portion of the System being relocated pursuant to Section 14.2 shall pay their "Pro Rata Share" of the cost of such relocation that is not paid by the Relocating Authority. "Pro Rata Share" shall mean a fraction whose numerator is the total number of strands of fiber such person is using in the System portion being relocated, and whose denominator is the total number of strands of fiber included within the System portion being relocated. Notwithstanding the foregoing, if the relocation was the result of the negligent or willful acts or omissions of Licensee or Licensee's Representatives or end users, or at Licensee's request, then Licensee shall be solely responsible for the costs of relocation.

(c) Notwithstanding the foregoing, if a relocation would result in the remaining portion of the System being unable to be restored or relocated to a condition suitable for Licensee's use of the applicable Facility, as determined in Company's reasonable discretion, Company shall have the right, without penalty, to terminate the applicable License.

## 15. SMALL CELL USE RESTRICTION.

Facilities provided to Licensee hereunder shall not be used by Licensee, directly or indirectly, to support any Small Cells. For purposes of this Agreement, "Small Cells" means one or more discrete, multi-frequency, scalable small cells that transmit and receive wireless communications signals on one or more licensed bands to improve voice and data service quality, coverage, and/or capacity. Company may suspend or terminate without penalty any or all Facilities immediately and/or terminate this Agreement if Licensee fails to comply with this provision.

## 16. MISCELLANEOUS PROVISIONS.

### 16.1 Force Majeure.

(a) Except for the submission of payment when due, neither Party shall be liable for any failure or delay of performance to the extent that such failure or delay is caused by reason of acts of God, wars,

revolution, civil commotion, acts of public enemy, embargo, restraint or hindrance by any governmental or regulatory authority including, without limitation, unfavorable actions or failures to act of or by such authorities, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts (involving third parties unrelated to the Party invoking the terms of this Section), or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a "Force Majeure Event").

(b) If any such Force Majeure Event occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance or non-performance, as the case may be, under this Agreement or the impacted License on a day-to-day basis during the continuance of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Force Majeure Event, and both Parties shall proceed as quickly as possible under the circumstances with the performance of their obligations under this Agreement or the impacted License whenever such causes are removed or cease.

16.2 Relationship of the Parties. Each Party, in performing their respective obligations hereunder, is acting solely as an independent contractor and not as an agent, employee, partner, or joint venturer of the other Party.

16.3 Interpretation. The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Attachment or Exhibit mean a Section, Attachment or Exhibit contained in or attached to this Agreement (or to a License), all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of

any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (a) including shall mean including, without limitation, (b) or shall mean and/or (unless indicated otherwise), and (c) discretion means within the applicable Party's sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.

16.4 Insurance. The provisions of Article 10 (Insurance) shall not be construed as limiting the Indemnifying Party's obligations pursuant to Article 9 (Indemnification) or other provisions of this Agreement.

16.5 No Third-Party Rights. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except as provided in Section 2.5 above and under the indemnification provisions.

16.6 Agreement Fully Negotiated. This Agreement has been fully negotiated between and jointly drafted by the Parties.

16.7 Applicable Law. The domestic laws of the Commonwealth of Pennsylvania, without reference to its choice of law principles, shall exclusively govern this Agreement and any and all Licenses, and they shall be construed in accordance with that law. Any suit brought by either Party against the other Party for claims arising out of this Agreement shall

be brought exclusively in the federal or state courts of or closest to Allegheny County, Pennsylvania. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

16.8 Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (a) this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

16.9 Assignment; Sublicensees.

(a) Neither Party will assign or otherwise transfer this Agreement or any Licenses, or any of such Party's rights, obligations or liabilities under this Agreement or any Licenses, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. However, either Party may assign this Agreement or any License, and/or any of such Party's rights, obligations, or liabilities under this Agreement or any License, to an Affiliate or to an entity that succeeds to all or substantially all of such Party's business, equity, or assets, by sale or merger (a "Successor"), without the consent of, but on notice to, the other Party. Subject to the foregoing, the provisions of this Agreement and each License will inure to the benefit of, and be binding upon, the Parties' permitted successors and assigns. Any other attempt by either Party to assign or otherwise transfer this Agreement or any License or any rights, obligations, or liabilities under this Agreement or any License will be void. Notwithstanding the foregoing, Company shall have the right to freely delegate or subcontract its obligations and liabilities under this Agreement or any License, either in whole or in part, without notice, to any of its Affiliates.

(b) Licensee agrees to defend, hold harmless, and indemnify the Company and the Company's Indemnitees from and against all Liabilities suffered by any of them proximately caused by the acts or omissions of Licensee's direct or indirect customers, sublicensees, sublessees or other transferees.

16.10 Integration. This Agreement constitutes the entire and final agreement and understanding between the Parties and supersedes all prior and contemporaneous agreements relating to its subject matter.

16.11 Amendment and Waivers. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties. The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect. A Party's obligations under this Agreement may only be waived in a writing signed by a duly authorized representative of the waiving Party.

16.12 Counterparts. This Agreement and Licenses may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16.13 No Intellectual Property Licenses Granted. No license, under patents or otherwise, is granted by Company to Licensee or shall be implied or arise by estoppel in Licensee's favor with respect to any circuit, apparatus, system or method used by Company in connection with any Facility provided under this Agreement except as reasonably necessary for Licensee to use the Facilities as contemplated in this Agreement under then current Licenses.

16.14 Publicity. Neither Party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other Party or its Affiliates in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other Party's prior review and written consent, not to be unreasonably withheld.

16.15 No Alteration. No Facility Guide or License shall alter or amend the Parties' obligations under Sections 8, 9, or 10 of this Agreement and any provisions inconsistent with the foregoing shall to that extent be void.

16.16 Survival. The provisions of this Agreement which expressly or by their nature should survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

16.17 REIT Status.

(a) Licensee acknowledges that: (i) Company is directly or indirectly owned in whole or in part by an entity ("**REIT Owner**") that qualifies or intends to qualify as a "real estate investment trust" ("**REIT**") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "**Code**"); and (ii) Company and REIT Owner are therefore subject to operating and other restrictions under the Code.

(b) The Parties intend that this Agreement shall constitute a lease of the Facilities for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

16.18 Document Hierarchy.

In the event of any conflict or inconsistency among the various documents that make up this Agreement, document precedence will be as follows (from most controlling to least controlling):

- (a) Licenses;
- (b) Amendments;
- (c) the Cover Page;
- (d) the Terms and Conditions; and
- (e) the applicable Facility Guide.

[the remainder of this page intentionally left blank]

## ATTACHMENT 2 LIT FIBER FACILITY GUIDE

This Lit Fiber Facility Guide is an attachment to the Agreement and is subject to and is an integral part of the Agreement. Capitalized terms set forth in this Lit Fiber Facility Guide shall have the same meaning as set forth in the Agreement unless otherwise stated herein.

1. **Acceptance Date.** Upon completion of construction or installation of a route, Company shall notify Licensee that the Lit Fiber has been provisioned and is available for Licensee's use (the "**Lit Fiber Completion Notice**"). If Licensee fails to notify Company of its acceptance or rejection of the Lit Fiber Completion Notice within ten (10) business days after Licensee's receipt of the Lit Fiber Completion Notice, Licensee shall be deemed to have accepted the Lit Fiber. However, if, during the ten day period following receipt of the Lit Fiber Completion Notice, Licensee notifies Company of a material deviation from Telcordia GR-2918 and GR-253, where GR-2918 defines the transport mechanism of the DWDM system delivering the wavelength, and GR-253 defines the payload to be carried by the DWDM system and/or ITU-T Standard G.709, Company shall repair the affected portion of the route to such specification and Company shall provide Licensee another Lit Fiber Completion Notice. The foregoing process shall continue in good faith until Licensee accepts or is deemed to have accepted the Lit Fiber. The date of Licensee's acceptance or deemed acceptance of the Lit Fiber shall be the "**Acceptance Date.**"
  
2. **Third Party Services Requested by Licensee.**
  - (a) Licensee is solely responsible for coordination of all Third Party Services. In such event, Company agrees to promptly provide Licensee with an appropriate letter of agency ("**LOA**") upon request. Licensee shall provide Company with all information reasonably deemed necessary by Company to enable Company to make the necessary cross-connection between the Third Party Service and Company's Lit Fiber or any telecommunications equipment or facilities of Licensee (or of its end users), including, without limitation, circuit facility assignment information and the design layout records ("**DLR(s)**"). Without limiting the foregoing, Licensee will provide Company with a DLR no later than five (5) business days prior to Company's scheduled acceptance test date.
  
  - (b) If any Licensee-ordered Third Party Service is not ready as of the Commencement Date, Licensee shall nonetheless be obligated to pay applicable Charges for Lit Fiber as of the Commencement Date.
  
3. **No Route Diversity or Path Protection.** Unless otherwise expressly provided in a License, the Lit Fiber is neither route diverse nor path protected.
  
4. **Availability Target and Credits.**
  - (a) **Availability Target.** The availability target for Lit Fiber is 99.99% when provisioned as protected and 99.5% when provisioned as unprotected. Lit Fiber is considered unavailable if a port is unable to send or receive traffic. An unavailability event becomes a "**Lit Fiber Outage**" when Licensee opens a trouble ticket with Company's NOC or when Company is notified or becomes aware of the unavailability of the Lit Fiber, whichever first occurs. A Lit Fiber Outage ends when the affected Lit Fiber has been made available and passed all required testing. Lit Fiber Outage notifications must be initiated by contacting Company's NOC by telephone at 1-800-286-6664.

(b) **Outage Credits.** Except as provided in this Subsection and in Section 5 below, Licensee shall be entitled to Lit Fiber Outage credits (“**Lit Fiber Outage Credits**”) based on the cumulative length of the Lit Fiber Outage in a given calendar month as set forth in the tables below, provided Licensee submits a written request to claim a credit allowance within thirty (30) days after the incident:

(i) For Protected Lit Fiber:

Cumulative Length of Lit Fiber Outage (in hrs:mins:secs)	Lit Fiber Outage Credit (as a % of the monthly recurring Charge for the affected Lit Fiber)
00:00:01 – 00:04:22	No Credit
00:04:23 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 24:00:00	40%
24:00:01 or greater	50%

(ii) For Unprotected Lit Fiber:

Cumulative Length of Lit Fiber Outage (in hrs:mins:secs)	Lit Fiber Outage Credit (as a % of the monthly recurring Charge for the affected Lit Fiber)
00:00:01 – 03:40:00	No Credit
03:40:01 – 08:00:00	5%
08:00:01 – 12:00:00	10%
12:00:01 – 16:00:00	20%
16:00:01 – 24:00:00	30%
24:00:01 – 36:00:00	40%
36:00:01 or greater	50%

- (iii) Lit Fiber Outage Credits shall be calculated by multiplying the applicable percentage by the monthly recurring Charge applicable to the particular Lit Fiber circuit(s) experiencing the Lit Fiber Outage. In the event that the monthly recurring Charge is not broken down to the circuit level, Company shall determine in good faith and on a pro rata basis the portion of the monthly recurring Charge that is applicable to the Lit Fiber circuit experiencing the Lit Fiber Outage.
- (iv) Notwithstanding the foregoing or anything to the contrary in this Attachment or the Agreement, where a License indicates that the Lit Fiber is protected and consists of dual paths connecting the same beginning (A-LOC) and end (Z-LOC) points, no Lit Fiber Outage shall be deemed to have occurred and no Lit Fiber Outage Credits shall apply unless both paths are simultaneously unavailable.

5. **Limitations**

- (a) **Events Excluded from Credit.** No Lit Fiber Outage shall be deemed to occur and no Lit Fiber Outage Credits will be available to Licensee for any Lit Fiber Outage arising from or caused by any of the following events: (i) any acts or omissions of any entity other than Company, including, but not limited to, Licensee, Licensee's Representatives, end users, landlords, Third Party Service providers, or any municipalities, public utilities, power companies, incumbent local exchange carriers, cable companies or similar entities that own or control any infrastructure upon or within which any portion of the System is or would be installed; (ii) Licensee's noncompliance with this Agreement, the applicable License or any Policy; (iii) any routine maintenance; (iv) failure of any service, infrastructure or equipment provided by others (including, without limitation, any non-Company equipment or facilities used in connection with the affected Facility); (v) any period in which Company is not given full access to the System (or any portion thereof) or any of its equipment or facilities for the purpose of investigating and correcting an outage; (vi) any period in which Licensee continues to use the Facility on an impaired basis or releases the underlying Company System, equipment or facilities to Company for maintenance or installation purposes; (vii) outages that are not reported to the Company within thirty (30) days of the date the outage commenced; (viii) any Force Majeure Event(s); and (ix) during any suspension of Licensee's use of a Facility as expressly provided in the Agreement.
- (b) **Cap and Exclusivity of Remedies.** Notwithstanding the foregoing, the maximum credit allowance for all Lit Fiber Outages during any calendar month shall not exceed applicable monthly recurring Charges due Company from Licensee for the Lit Fiber circuit experiencing the Lit Fiber Outage during such calendar month. THE OUTAGE CREDITS REMEDY PROVIDED TO LICENSEE SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO LICENSEE FOR LIT FIBER OUTAGES AND IS IN LIEU OF ALL OTHER REMEDIES FOR LIT FIBER OUTAGES, REGARDLESS OF WHETHER SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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**ATTACHMENT 3  
LIT FIBER LICENSE FORM**

**LICENSE No. 20 - :**

This License is entered into by and between [appropriate Sunesys affiliate name here] (the “**Company**”) and [redacted] (the “**Licensee**”) pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated [redacted], 20 [redacted] (the “**Agreement**”), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.

**1. Facilities.** Company hereby grants Licensee a license to use the following Facilities (check applicable boxes):

Lit Fiber

- SunE™
- SunEP™
- SunWAVE™

**2. Description of Lit Fiber Facilities.** [Insert short description of Facilities being licensed]

<b>A-LOC</b>	<b>Z-LOC</b>
Site Name:	Site Name:
Street Address:	Street Address:
Suite/Floor:	Suite/Floor:
City/St/Zip:	City/St/Zip:
Hand-Off Type:	Hand-Off Type:
Notes:	Notes:
<u>Building Entry Rights:</u>  For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable	<u>Building Entry Rights:</u>  For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable

**(a) Bandwidth Commitment:**

The committed bandwidth is \_\_\_\_\_.

**(b) Protected/Unprotected** [check applicable boxes; if no boxes are checked, Facility is unprotected]:

- Lit Fiber:
- Unprotected
- Protected

**3. Demarcation Point.** The “Demarcation Points” shall be as follows:

- (a) A-LOC:       Fiber Distribution Panel     Other      \_\_\_\_\_
- (b) Z-LOC:       Fiber Distribution Panel     Other      \_\_\_\_\_

The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

**4. Preliminary Logical Diagram.**

[If appropriate include as either an insert or an exhibit]

**5. Intrastate Jurisdiction Confirmation (for Lit Fiber Facilities with A/Z in the same state).**

Expected interstate use of the fiber will be ten percent (10%) or less of the total traffic carried across the fiber (check one box as applicable)?

- YES
- NO (if No, Company will collect applicable USF charges)
- N/A (non-transport/interstate/international circuits)

**6. Target Delivery Date.** Company will use commercially reasonable efforts to deliver the Facilities described above for acceptance testing by the date that is  days following the License Effective Date.

**7. Charges.**

- (a) Non-recurring Charge (NRC).                      \$
- (b) Monthly Recurring Charge (MRC).            \$  (add escalator, if applicable)

(c) Payment Timing. Licensee shall begin paying the MRC, and the NRC shall become payable in full, as of the Commencement Date consistent with Section 6.1 of the Agreement, and Company will invoice Licensee accordingly.

(d) Pass-Throughs. If and to the extent any tariffs, fees or other amounts charged to Company in connection with fulfilling this License are increased, Company reserves the right to pass such increases through to Licensee. Company will notify Licensee of any such increases and the same shall be added to Licensee’s invoices as of the date such increases are effective.

**8. License Term.**

- (a) Initial License Term.  months from the Commencement Date.

(b) **Renewal License Term.** Upon the expiration of the Initial License Term, this License shall automatically renew for additional periods equal in length to the Initial License Term unless written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility consistent with Section 2.4 of the Agreement.

9. **Additional Terms.** [if applicable, complete]:

10. **Miscellaneous.** This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.

11. **Authorized Signatures.** Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the "**License Effective Date**").

[appropriate Sunesys affiliate name here]

[Redacted]

Authorized Signature	Authorized Signature
Printed Name	Printed Name
Printed Title	Printed Title
License Effective Date	Date

Template only

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

- Fiber Technologies Networks, L.L.C.
- Fibernet Direct Florida LLC.
- Fibernet Direct Texas LLC.
- Access Fiber Group, Inc.
- Wilshire Connection, LLC
- Lightower Fiber Networks II, LLC

- Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin
- Florida , Georgia
- Louisiana, Oklahoma, Texas
- Alabama, Missouri, Tennessee
- California
- Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

**OXNARD SCHOOL DISTRICT  
 LIT FIBER LICENSE FORM**

**LICENSE No. 2018-01:**

This License is entered into by and between Sunesys, LLC (the “**Company**”) and Oxnard School District (the “**Licensee**”) pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated April 18, 2018 (the “**Agreement**”), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.

1. **Facilities.** Company hereby grants Licensee a license to use the following Facilities (check applicable boxes):

Lit Fiber

- SunE™
- SunEP™
- SunWAVE™

2. **Description of Lit Fiber Facilities.** 1000Mbps SunEP Ethernet connections between the Hub location listed below and each of the remote site locations listed on Exhibit A:

A-LOC	Z-LOC
Site Name: District Office	Site Name: See Exhibit A
Street Address: 1051 South A St	Street Address:
Suite/Floor:	Suite/Floor:
City/St/Zip: Oxnard, CA 93030	City/St/Zip:
Hand-Off Type: 1000Base-T	Hand-Off Type:
Notes: Demarc. is at existing Sunesys network hardware.	Notes:
<u>Building Entry Rights:</u>  For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable	<u>Building Entry Rights:</u>  For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable



and the same shall be added to Licensee's invoices as of the date such increases are effective.

**6. License Term.**

(a) **Initial License Term.** Thirty-six (36) months from the Commencement Date; to wit, July 1, 2018 through June 30, 2021.

(b) **Renewal License Term.** Upon the expiration of the Initial License Term, this License shall automatically renew for two (2) additional periods of twelve (12) months (each a "Renewal License Term") unless written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility consistent with Section 2.4 of the Agreement. In no event shall automatic renewals result in the extension of this License beyond June 30, 2023.

**7. Additional Terms.**

7.1 Effective on the Commencement Date, this License 2018-01 is intended to amend, supersede and replace the following agreements between Company and Licensee:

- Wide Area Network License Agreement, dated as of February 6, 2007
- Addendum No. 2013-01 to Wide Area Network License Agreement, dated as of March 7, 2013

7.2 The Lit Fiber Facilities described in this License have already been deployed by Company and are in-service to Licensee, accordingly there is no need for acceptance testing of the circuits and the Commencement Date shall be as defined in Section 5(d) above, and not in reference to an "Acceptance Date" as provided in the Agreement, in regards to newly deployed Facilities.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

8. **Miscellaneous.** This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.
9. **Authorized Signatures.** Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the "**License Effective Date**").

SUNESYS, LLC

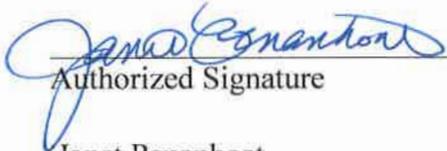
  
Authorized Signature

Mark Surott  
Printed Name

VP Fiber Solutions  
Printed Title

4/27/18  
License Effective Date

OXNARD SCHOOL DISTRICT

  
Authorized Signature

Janet Penanhoat  
Printed Name

Asst. Supt., Business & Fiscal Services  
Printed Title

4/3/2018  
Date

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C.  
Fibernet Direct Florida LLC.  
Fibernet Direct Texas LLC.  
Access Fiber Group, Inc.  
Wilshire Connection, LLC  
Lighttower Fiber Networks II, LLC

-Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin  
-Florida, Georgia  
-Louisiana, Oklahoma, Texas  
-Alabama, Missouri, Tennessee  
-California  
-Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

**EXHIBIT A  
 Remote Site List**

1000Mbps SunEP connection between the Hub location and each of the remote site locations listed below

**HUB  
 District Office  
 1051 South A St.  
 Oxnard, CA 93030**

**Remote Site Locations**

<b>B-LOC</b>	<b>C-LOC</b>
Site Name: Brekke Elementary	Site Name: Cesar E Chavez Elementary
Street Address: 1400 Martin Luther King Dr	Street Address: 301 North Marquita St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93030
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>D-LOC</b>	<b>E-LOC</b>
Site Name: Bernice Curren Elementary	Site Name: Driffill Elementary
Street Address: 1101 North F St	Street Address: 910 South East St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93030
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>F-LOC</b>	<b>G-LOC</b>
Site Name: Frank Intermediate	Site Name: Elm St Elementary
Street Address: 701 N Juanita Ave	Street Address: 450 East Elm St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93033
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>H-LOC</b>	<b>I-LOC</b>
Site Name: John Charles Fremont Intermediate	Site Name: Norma Harrington Elementary
Street Address: 1130 North M St	Street Address: 451 East Olive St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93033
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>J-LOC</b>	<b>K-LOC</b>
Site Name: Haydock Intermediate	Site Name: Kamala Elementary
Street Address: 647 West Hill St	Street Address: 634 West Kamala St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93033	City/State/Zip: Oxnard, CA 93033
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>L-LOC</b>	<b>M-LOC</b>
Site Name: Lemonwood Elementary	Site Name: Marina West Elementary
Street Address: 2200 Carnegie St	Street Address: 2501 Carob St
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93033	City/State/Zip: Oxnard, CA 93035
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>N-LOC</b>	<b>O-LOC</b>
Site Name: Thurgood Marshall Elementary	Site Name: Christa McAuliffe Elementary
Street Address: 2900 Thurgood Marshall Dr	Street Address: 3300 West Via Marina Ave
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93036	City/State/Zip: Oxnard, CA 93035
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>P-LOC</b>	<b>Q-LOC</b>
Site Name: Dennis McKinna Elementary	Site Name: Ramona Elementary
Street Address: 1611 South J St	Street Address: 804 Cooper Road
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93033	City/State/Zip: Oxnard, CA 93030
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>R-LOC</b>	<b>S-LOC</b>
Site Name: Emillie Ritchen Elementary	Site Name: Rose Avenue Elementary
Street Address: 2200 Cabrillo Way	Street Address: 220 S. Driskill
Suite/Floor:	Suite/Floor:
City/State/Zip: Oxnard, CA 93030	City/State/Zip: Oxnard, CA 93030
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.	Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.

<b>T-LOC</b>
Site Name: Sierra Linda Elementary
Street Address: 2201 Jasmine Ave
Suite/Floor:
City/State/Zip: Oxnard, CA 93036
Hand-Off Type: 1000Base-T. Demarc is at existing Sunesys network hardware.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Support Services Agreement

### **Ratification of Agreement #21-182 – Food Share of Ventura County (Mitchell/Lugotoff)**

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Senate Bill 1383 requires local food banks and educational agencies to develop a Food Recovery agreement. The goal of SB 1383 is to reduce the amount of food waste generated by food producers while increasing the amount of edible food being recovered for those in need. Food Share of Ventura County will work with Oxnard School District to recover shelf stable cans, fruits, and vegetables that may be nearing their expiration date.

**Term of Agreement:** March 4, 2022 through June 30, 2024

#### **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 ratify Agreement #21-182 with Food Share of Ventura County.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-182, Food Share of Ventura County \(2 Pages\)](#)



## Food Recovery Agreement

The Food Recovery Agreement outlines the terms, conditions, and expectations between the following organizations to execute an Edible Food Recovery partnership:

Oxnard School District (the "Donor" or "Food Generator", and its store locations, see Addendum B)  
and

Food Share Ventura County (the "Food Bank" or "Food Recovery Organization", and its authorized "Agency Partners", see Addendum A)

**Donor name:** Oxnard School District  
**Donor address:** 1501 South A Street  
**Donor phone:** (805)385-1501  
**Donor email:** [REDACTED] slugotoff@oxnardsd.org

**Food Bank name:** Food Share of Ventura County  
**Food Bank address:** 4156 Southbank Road, Oxnard, CA 93036  
**Food Bank phone:** 805-983-7100  
**Food Bank email:** bfisher@foodshare.com

Oxnard School District and Food Share Ventura County agree to establish and follow guidelines regarding the donation category, quality, volume, safety, and pickup schedule. Both parties agree to notify each other in advance if the pickup schedule is impacted due to delays, lack of product or staff availability, holiday and/or miscellaneous closures, etc.

### 1. The Donor agrees to do the following:

- a) Make edible food available for pickup when available
- b) Review donation guidelines with staff and provide only donations not precluded under guidelines.
- c) Prepare donations before the pickup window begins.
- d) Stage donations in food grade containers in accessible, food safe areas before the pickup window begins.
- e) Acknowledge and begin assisting Food Bank within 20 minutes of its arrival within the pickup window.
- f) Assign staff member(s) to communicate Food Bank's arrival and arrange gathering of donations into one conveniently accessible loading area.
- g) ~~Placeholder: Provide additional parameters based on expected donation volume, transportation strategy, and business model, if applicable.~~

### 2. Food Bank also agrees to do the following:

- a) Ensure Food Bank staff, volunteer(s), Agency Partners picking up donations are trained in safe food handling.
- b) Maintain the prearranged schedule and arrive within the pickup window.
- c) Wear easily recognizable clothing and/or identification.
- d) Use active or passive (thermal blankets and/or coolers) temperature control while transporting perishable donations.
- e) Provide donation acknowledgement at pickup.
- f) Weigh and record all donations received.
- g) Provide donation volume summaries annually or upon request.
- h) Communicate any changes to General Guidelines in a timely manner.

Either party may decline to accept or offer donations, which do not fit the terms of the agreement. If the terms of the agreement are violated, either party may reevaluate or end the partnership. Terms of the agreement will begin March 04, 2022 and end June 30, 2024.

As a donation partner in the Edible Food Recovery program, the Donor named agrees to the responsibilities outlined above.

Dated March 4th, 2022

By \_\_\_\_\_

Signature (Donor Representative)

Lisa A. Franz, Director, Purchasing

Print Name

By Brian Fisher

Signature (Food Bank Representative)

Brian Fisher

Print Name

**Addendum A**

The Food Bank oversees a network of Agency Partners that are authorized to pickup from Donor on their behalf. The Food Bank holds separate Agency Partner agreements inclusive of the following eligibility and documentation. For more details on the Food Bank and Agency Partner agreement please refer to the local food bank.

- All Agencies receiving donated Products must be a 501(c)(3) organization, wholly owned by a 501(c)(3) organization or a Church
- Must be incorporated for the purpose of serving the ill, needy, or infants or be a Church, and place emphasis on serving needy clients;
- Must distribute donated Product free of charge for use by the ill, needy, or infants limited to distribution and use in the United States and Puerto Rico. May not sell or use donated Product in exchange for money, other property, or services.
- Must keep records which accurately reflect the total amount of Product received;
- Must ensure the safe and proper handling of the donated Product, which conforms to all local, state and Federal regulations.
- Agencies will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran;
- The Agency will allow the Food Bank to monitor the Agency regularly;

The Agency Partners that are authorized to pickup on behalf of the Food Bank in relation to the Donor include:

List of Agencies including:

Agency Name	Address	Contact Name	Email

**Addendum B**

The Food Recovery Agreement includes all Donor locations:

Store Number	Address	Contact Name	Email

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #21-189 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

---

Oxnard School District will provide services for Fillmore Unified School District student #HZ071413 for the 2021-2022 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:                      \$42,639.26 - \$10,598.00 (\*ADA) = \$32,041.26

Extended School Yr. (ESY):                              \$178.00 per diem x 20 days = \$3,560.00

Transportation:    Responsibility of District of Residence

*\*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

**Grand Total:                      \$35,601.26**

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-189 with Fillmore Unified School District.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-189, Fillmore Unified School District \(3 Pages\)](#)



## INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-24-21 is made by and between the Oxnard School District and the Fillmore Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **HZ071413**, a Special Education pupil (“Student”) who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2021-2022 Base Rate for Deaf and Hard of Hearing Classroom for 183 days = **\$32,041.26** (\* Does not includes a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2020-2021 for above named student.)

\*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$102.00 per hour
- Counseling Services: \$80.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$106.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$99.00 per hour
- ESY Rate: \$178.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: HZ071413**

Services:

Base Rate for 183 days: **\$42,639.26 – \$10,598.00 = \$32,041.26**  
 Extended School Yr. (ESY): \$178.00 per diem x 20 days = \$3,560.00

\*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2020-2021

UPCOMING: 2022-2023

Total: **\$35,601.26**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30<sup>th</sup> of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2021-2020 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

**Fillmore Unified School District:**

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: 35,601.26**

**SCOPE OF SERVICES**

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #21-190 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

---

Oxnard School District will provide services for Fillmore Unified School District student #JC111411 for the 2021-2022 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 183 days:                      \$42,639.26 - \$10,598.00 (\*ADA) = \$32,041.26

Extended School Yr. (ESY):                              \$178.00 per diem x 20 days = \$3,560.00

Transportation:    Responsibility of District of Residence

*\*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

**Grand Total:                      \$35,601.26**

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-190 with Fillmore Unified School District.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-190, Fillmore Unified School District \(3 Pages\)](#)



## INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-24-22 is made by and between the Oxnard School District and the Fillmore Unified School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JC111411**, a Special Education pupil ("Student") who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2021-2022 Base Rate for Deaf and Hard of Hearing Classroom for 183 days = **\$32,041.26** (\*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup as this was already contributed in 2016-2017 for above named student.)

\*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$102.00 per hour
- Counseling Services: \$80.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$106.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$99.00 per hour
- ESY Rate: \$178.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: JC111411**

Services:

Base Rate for 183 days:	\$42,639.26 – 10,598.00 = \$32,041.26
Extended School Yr. (ESY):	\$178.00 per diem x 20 days = \$3,560.00

\*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2021-2022

UPCOMING: 2022-2023

Total: **\$35,601.26**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30<sup>th</sup> of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2021-2022 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

**Fillmore Unified School District:**

**Oxnard School District:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$35,601.26**

**SCOPE OF SERVICES**

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #21-191 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

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

**Students:**

<b>DS080410</b>	\$27,607.00	<b>JN090409</b>	\$29,467.86
<b>IH081410</b>	\$47,063.14	<b>JM111710</b>	\$11,650.66
<b>DG052310</b>	\$29,748.32	<b>SR112811</b>	\$49,549.80
<b>ZS121507</b>	\$31,404.72	<b>JM111710</b>	\$44,600.40 (ASL)
<b>IO111109</b>	\$31,475.20		

**FISCAL IMPACT:**

\$302,567.10 - 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 #21-191 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$302,567.10.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-191, Ventura County Office of Education \(9 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 18, 2021**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

**DS080410**

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

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/18/2021 (IEP date ~ 6/16/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> 8/18/2021-3/17/2022	UPCOMING: <u>2022-2023</u>
ESTIMATED COSTS:	\$ <u>27,607.00</u>	+ \$ <u>TBD</u>

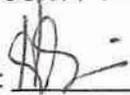
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By:  \_\_\_\_\_

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_

Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 27,607.00



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 24, 2021**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**IH081410**

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will be provided at 240 minutes weekly.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **8/24/2021** (IEP date ~6/17/2021 & 10/22/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	8/24/2021-6/15/2022 (ESY: 6/21/2022-6/30/2022)	(ESY: 7/1/2022-7/15/2022) 8/17/2022-10/22/2022
<b>ESTIMATED COSTS:</b>	\$ <u>47,063.14</u>	+ \$ <u>TBD</u>

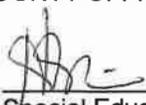
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By:  \_\_\_\_\_

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_

Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 47,063.14



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective December 11, 2021, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

**DG052310**

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

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will also be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/11/2021 (IEP date~12/10/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> <u>12/11/2021-6/10/2022</u> (ESY: <u>6/13/2022-6/30/2022</u> )	UPCOMING: <u>2022-2023</u>
<b>ESTIMATED COSTS:</b>	\$ <u>29,748.32</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_

Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 29,748.32



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective December 11, 2021, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.  
ZS121507

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

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 1,750 minutes weekly. ESY will also be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/11/2021 (IEP date~10/10/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> 12/11/2021-6/10/2022 (ESY: 6/13/2022-6/30/2022)	UPCOMING: <u>2022-2023</u> (ESY: 7/1/2022-7/8/2022) 8/23/2022-12/10/2022
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ESTIMATED COSTS:                      \$ 31,404.72                      +                      \$ TBD

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 31,404.72



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **January 10, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**IO111109**

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/10/2022 (IEP date-12/15/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> 1/10/2022-6/15/2022 (ESY: 6/21/2022-6/30/2022)	UPCOMING: <u>2022-2023</u> (ESY: 7/1/2022-7/15/2022) 8/17/2021-10/21/2022
<b>ESTIMATED COSTS</b>	\$ <u>31,475.20</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Signature

Title: **Director, Purchasing**

Date: \_\_\_\_\_

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]  
Special Education Authorized Representative

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Estimated Cost \$ 31,475.20



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 15, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**JN090409**

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,940 minutes weekly. ESY will be provided at 240 minutes weekly.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/15/2022** (IEP date~1/14/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	1/15/2022-6/15/2022 (ESY: 6/21/2022-6/30/2022)	(ESY: 7/1/2022-7/15/2022) 8/17/2022-11/4/2022
<b>ESTIMATED COSTS:</b>	\$ <u>29,467.86</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_

Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 29,467.86



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective January 26, 2022, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JM111710

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day for 1,650 minutes weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/26/2022 (IEP date~10/7/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u> 1/26/2022-4/3/2022	UPCOMING: <u>2022-2023</u>
<b>ESTIMATED COSTS:</b>	\$ <u>11,650.66</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 11,650.66



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 11, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**SR112811**

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

Authorized exceptional service(s) shall consist of **Two Paraeducator performing special circumstance educational support through out the school day for 1,944 minutes each weekly for a total of 3,888 minutes weekly. ESY will also be provided by two paraeducators at 240 minutes each daily for a total of 480 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/11/2022** (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <b>2021-2022</b>	UPCOMING: <b>2022-2023</b>
	2/11/2022-6/10/2022 (ESY: 6/13/2022-6/30/2022)	(ESY: 7/1/2022-7/8/2022) 8/17/2022-2/10/2023
<b>ESTIMATED COSTS:</b>	\$ <u>49,549.80</u>	+ \$ <u>TBD</u>

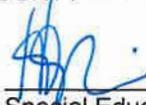
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By:  Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: \_\_\_\_\_ Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 49,549.80



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective February 24, 2022, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JM111710

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

Authorized exceptional service(s) shall consist of ASL interpreter performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/24/2022 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	<u>2/24/2022-6/9/2022</u> (ESY: <u>6/13/2022-6/30/2022</u> )	<u>(ESY: 7/1/2022-7/8/2022)</u>
<b>ESTIMATED COSTS:</b>	\$ <u>44,600.40</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By:  \_\_\_\_\_

Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_

Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 44,600.40

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement #21-196 – Art Trek Inc. (DeGenna/Cordes)**

---

Art Trek Inc. provided professional art instruction for students at Lemonwood Elementary School on Tuesday, March 22, 2022, and Thursday, March 24, 2022.

#### **FISCAL IMPACT:**

Not to Exceed \$1,250.00 – Supplemental Concentration Funds

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-196 with Art Trek Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-196, Art Trek Inc. \(1 Page\)](#)  
[Certificate of Insurance \(4 Pages\)](#)



OSD AGREEMENT #21-196  
EVENT AGREEMENT

**Event Dates:** March 22 & 24, 2022

Type of event: Lemonwood Assemblies

Organizer's Name: Catalina Perez

Location: Lemonwood School

Date: March 22 & 24, 2022

Time: 8:00 AM- 10:55 AM

Organization Name (if applicable): Lemonwood School Email: cperez@oxnardsd.org

Address: 2001 San Mateo Pl. City/State/Zip: Oxnard, CA 93036

Phone number: 805-385-1551 ext. 5601 Number of lessons 2 age appropriate projects

**Notes**

Tuesday March 22 - 130 students 2nd-5th grade (3 rotations of 44 students). Each rotation is 55 minutes 8 AM- 10:55 AM  
Thursday March 24 – 88 middle school students (2 rotations of 44 students), Each rotation is 55 minutes 8:15-9:10 and 9:30-10:25

**Fees are as follows:**

Art Trek will charge \$750 for the 3 rotation assembly and \$500 for the 2 rotation assembly for a total of \$1250.

**Art Trek, Inc. agrees to provide the following:**

Professional art instruction by two teachers  
Art materials for two age-appropriate projects  
Set-up and clean-up

**As event host you agree to provide the following:**

Ample seating and workspace for students to do their art projects.  
Any schedule changes 24 hours before assembly days.

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.

By signing below, you verify that you have read this contract and that you understand the meaning and intent of this contract and that you are entering into this contract knowingly and voluntarily.

Lisa A. Franz, Director, Purchasing

Nan Young

Print Name

Print Name

Signature of Host

Signature of Art Trek, Inc. Staff

Date

*Nan Young* March 16, 2022 Date



**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. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Personnel Agreement

### **Ratification of Agreement #21-197 – Walter D. Schwartz (Torres)**

---

Walter D. Schwartz will provide services related to Collective Bargaining training and facilitation services, and management consulting services and advice to the District regarding educational administrative issues as specified by the Superintendent and/or designee.

**Term of Agreement:** April 1, 2022 through June 30, 2023

#### **FISCAL IMPACT:**

Not to exceed \$30,000.00 including travel/lodging expenses – General Fund (Negotiations)

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-197 with Walter D. Schwartz.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-197, Walter D. Schwartz \(1 Page\)](#)

**OSD AGREEMENT #21-197**

**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT made and entered into this 1st day of April, 2022 and between the **Oxnard School District**, hereinafter called "District," and **Walter D. Schwartz**, hereinafter called "Consultant,"

WHEREAS, Consultant is skilled, trained, experienced, and competent to render management consulting services and advice to the District regarding educational administrative issues:

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree as follows:

1. Consultant will provide services related to Collective Bargaining training and facilitation services, and Management Services as specified by the Superintendent/ or designee.
2. Consultant will perform said services in his own way and as an independent contractor in pursuit of his own independent calling and not as an employee of the District; and he shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such results are to be accomplished.
3. District will prepare and furnish to consultant, upon his request, such information as is reasonably necessary to the performance of Consultant's work under this agreement.
4. In return for the Consultant's provision of Consulting Services described above, the District agrees to pay to Consultant **\$175.00** per hour, payable in proportion to the work completed: Total compensation for all Consulting Services provided under this Agreement shall not exceed **\$30,000** without prior written authorization from the District.
5. Consultant shall be compensated for the actual cost of required lodging and travel/ mileage at the approved IRS rate.
6. The Consultant shall invoice the District on a bi-monthly or monthly schedule and shall not invoice the District for work that has not been completed at the time the invoice is submitted.
7. This agreement shall remain in effect from April 1, 2022 through June 30, 2023. The agreement may be terminated by either party by providing written notice.

For the District:

Consultant:

\_\_\_\_\_  
Lisa A. Franz,  
Director, Purchasing

\_\_\_\_\_  
Walter D. Schwartz, Consultant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section C: Personnel Agreement

### **Ratification of Agreement #21-198 – Louise K. Taylor, Ph.D. (Torres)**

---

Louise K. Taylor, Ph.D. will provide services related to Interest-Based Bargaining (IBB), collective bargaining/labor-relations, and management services as specified by the Superintendent and/or designee. Such services may include facilitation of IBB negotiations and training in IBB practices.

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

#### **FISCAL IMPACT:**

Not to exceed \$2,000.00 including travel/lodging expenses – General Fund (Negotiations)

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-198 with Louise K. Taylor, Ph.D.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-198, Louise K. Taylor, Ph.D. \(1 Page\)](#)

# OSD AGREEMENT #21-198

Louise K. Taylor 140 Whispering Oaks Drive, Glendora, CA 91741 (626) 253-6323 tayconnect@gmail.com

## Louise K. Taylor, Ph.D. AGREEMENT FOR CONSULTANT SERVICES

### Consultant Contract Terms

This contract is between Louise K. Taylor, Ph.D. (Consultant) and Oxnard School District (District) for consultant services for the period April 1, 2022 to June 30, 2022.

### Service

1. Dr. Taylor agrees to provide services related to Interest-Based Bargaining (IBB), collective bargaining/labor-relations, and management services as specified by the Superintendent/Designee. Such services may include facilitation of IBB negotiations and training in IBB practices.
2. Dr. Taylor will perform said services in her own way and as an independent contractor, not as an employee of the District.
3. District will prepare and furnish to the Consultant, upon request, such information as is reasonably necessary to the performance of the consultant's work under this agreement.

### Compensation and Expenses

The Oxnard School District agrees to pay Dr. Taylor \$175.00 per hour for services listed above and to reimburse Dr. Taylor for actual and necessary expenses related to the service, such as required lodging and travel/mileage at the approved IRS rate. Total compensation for all Consulting Services provided under this Agreement shall not exceed \$2,000 without prior written authorization from the District. Dr. Taylor shall submit an invoice, accompanied by the list of dates and services rendered and expense reimbursement information to the district on a monthly or bimonthly basis and shall not invoice the District for service not rendered at the time the invoice is submitted.

This agreement shall remain in effect from April 1, 2022 through June 30, 2022. The agreement may be terminated by either party by providing written notice.



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

\_\_\_\_\_  
Louise K. Taylor, Ph.D.

Date \_\_\_\_\_

Date March 25, 2022

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section D: Action Items

### **Approval of NGSS Science Curriculum-Imagine Learning (DeGenna/Fox)**

---

The Board of Trustees will take action on the selection and purchase of NGSS Science materials for grades K-5 Twig Science with Imagine Learning. The 2021-22 school year was dedicated to the piloting of materials for the NGSS Science K-5 adoption.

#### **FISCAL IMPACT:**

Total cost of materials for the 8 year quote will be \$2,389,399.28, which includes one year of hands-on-materials kits. The kits will be refilled as needed. Note that the student workbooks will automatically be replenished each year for the life of the adoption.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Education Services and the Director of Teaching and Learning that the Board of Trustees approve the selection and purchase of NGSS Science materials with Imagine Learning as outlined above.

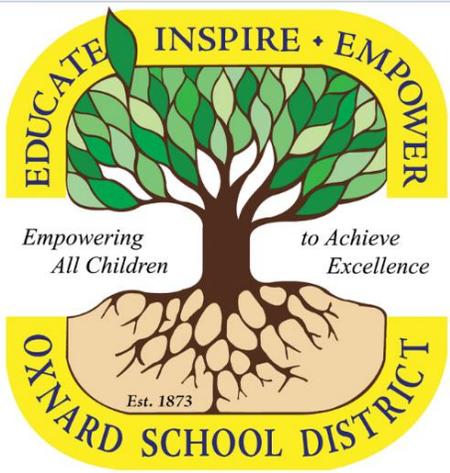
#### **ADDITIONAL MATERIALS:**

**Attached:** [Presentation - NGSS Science Curriculum Recommendation \(17 pgs\).pdf](#)  
[Imagine Learning-Science Adoption Quote \(4 pgs\).pdf](#)



# NGSS Science Curriculum Recommendation

for Grades K-5



# OSD Student Profile

*Oxnard School District students will be promoted from our schools with the following traits:*



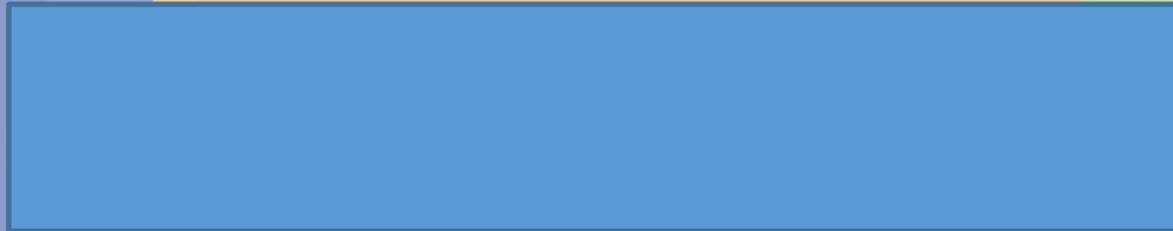


# OSD District Lens

- Curriculum in Spanish and English
- Approved by California Dept. of Education
- K-5th grade
- ELD Support
- Comes with Supplies/Materials
- Compatible with OSD technology (ex: iPads, single sign-on).

# CA NGSS TIME

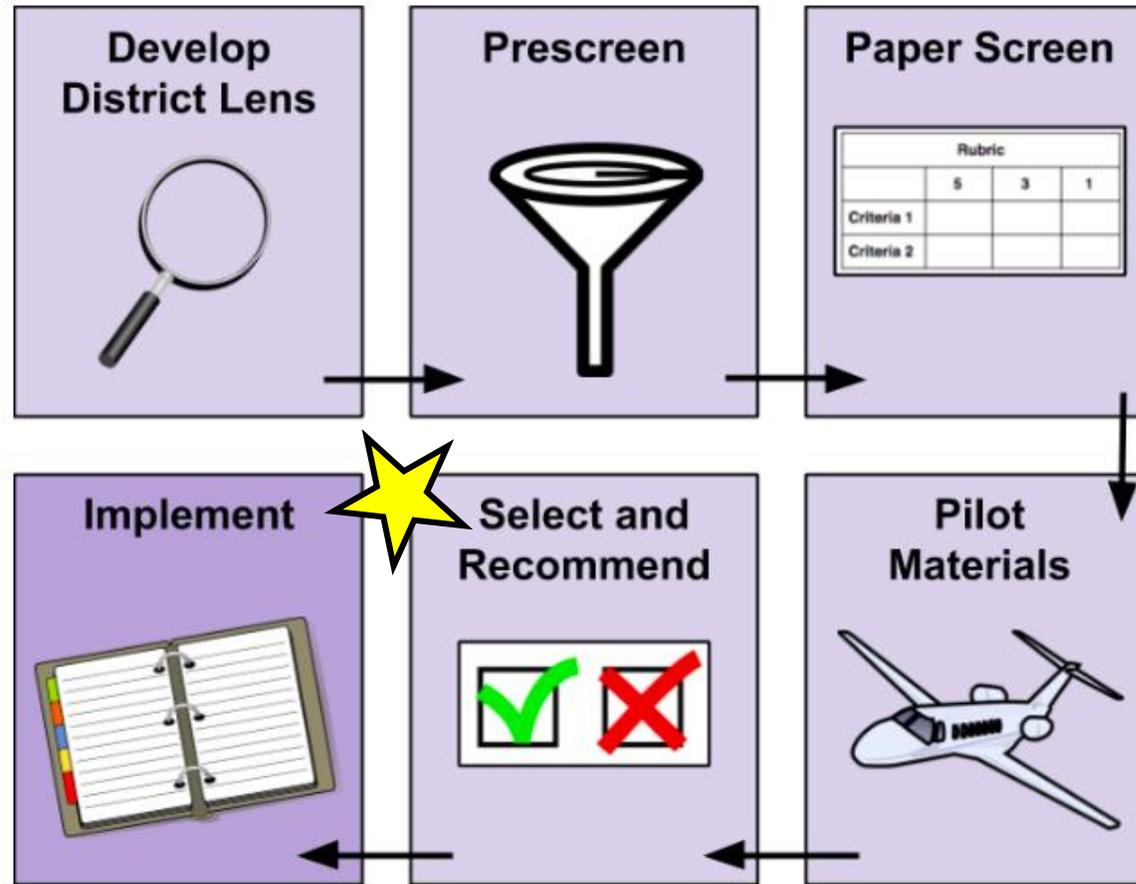
California Next Generation Science Standards  
Toolkit for Instructional Materials Evaluation



A Project of the CA NGSS Collaborative

Adapted from the original work of K-12 Alliance @WestEd, BSCS, and Achieve

# CA NGSS TIME Road Map



# The Pilot Team



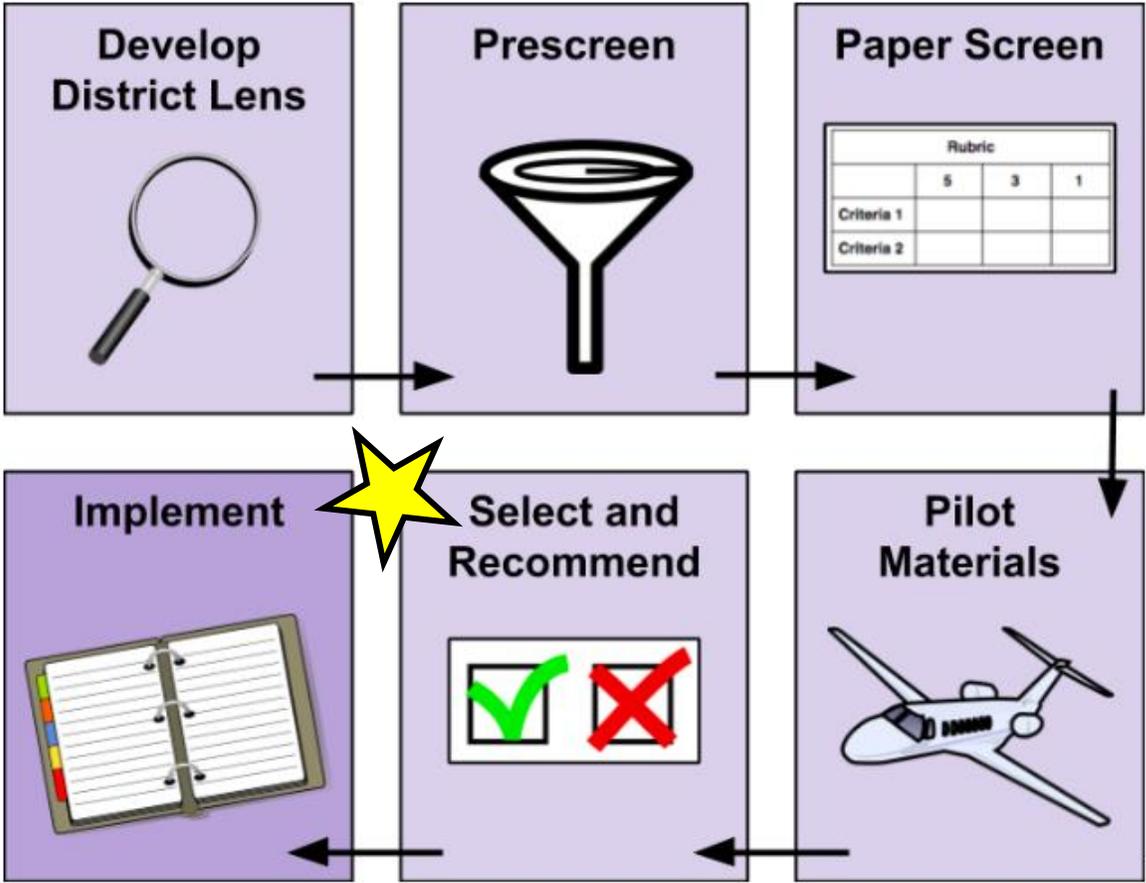
## Schools

- Chavez
- Curren
- Driffill
- McAuliffe
- McKinna
- Soria
- Sierra Linda

## 14 - K-5 teachers total:

- 2 – Kinder teachers (including 2 DLI English)
- 2 – 1<sup>st</sup> grade teachers (including 2 DLI – Spanish)
- 4 – 2<sup>nd</sup> grade teachers (including 1 DLI – English)
- 1 – 3<sup>rd</sup> grade teacher
- 2 – 4<sup>th</sup> grade teachers (including 2 DLI – English)
- 3 – 5<sup>th</sup> grade teachers (including 2 DLI – Spanish)

# CA NGSS TIME Road Map



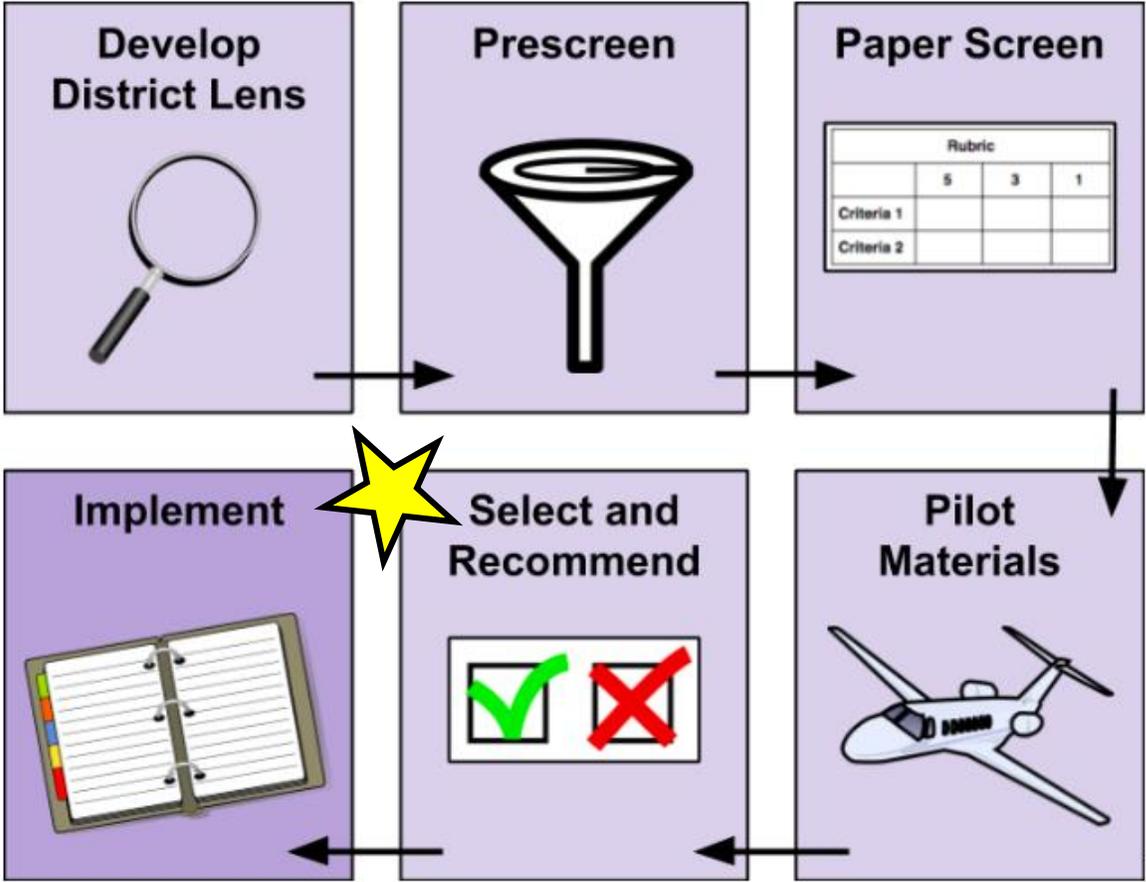


## The Paperscreen Process

### **Scoring: Reaching Consensus**

- all participants contribute ideas and evidence for their scores.
- view differences as helpful rather than as a hindrance; disagree publicly
- paraphrase the discussion when needed and seek to understand each other's point of view
- not a unanimous vote, but something the team can “live with”

# CA NGSS TIME Road Map



---

# Piloting the Materials

Fall 2021

Mc  
Graw  
Hill



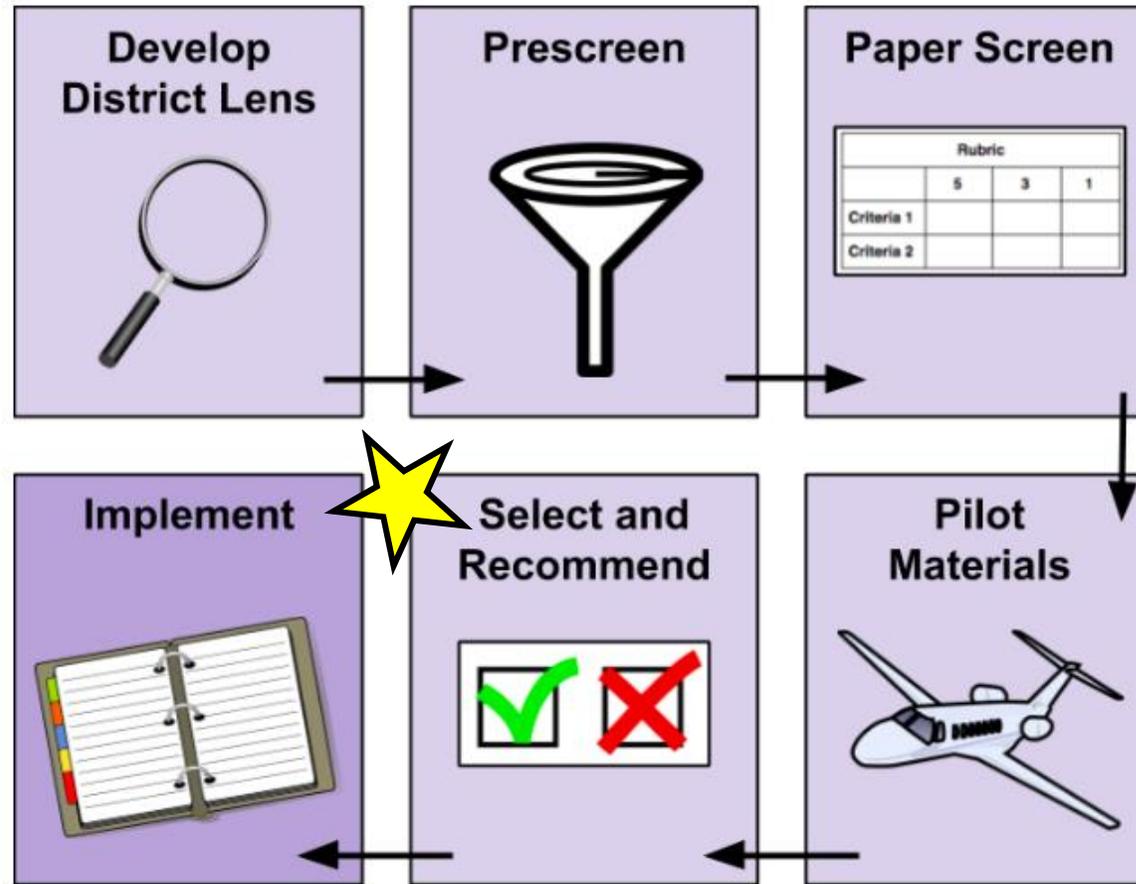
Inspire  
Science

Winter/Spring 2022



·twig·  
Science

# CA NGSS TIME Road Map



# Roses and Thorns

## Roses

- Strengths
- Positives
- Successes



## Thorns

- Limitations
- Areas for improvement
- Challenges



# Scoring: Reaching Consensus for Selection and Recommendation

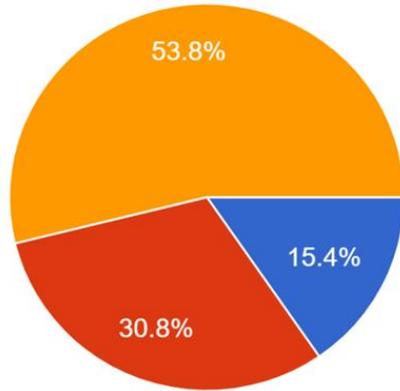
- Each team member agrees he/she can support the program ultimately recommended by the pilot team
- Each team member has a responsibility to support the adoption and its implementation throughout the district.

# Levels of Support

- **I strongly agree** with this program and can support it
- **I can support** this program. I am willing to go along with this choice.
- **I have concerns** and cannot support this program.

## McGraw Hill Inspire Science (K-5)

13 responses

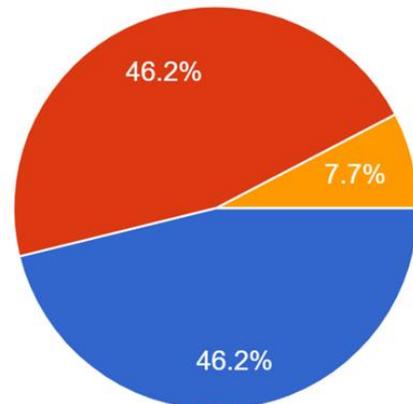


- I strongly agree with this program and can support it.
- I can support this program. I am willing to go along with this choice.
- I have concerns and cannot support this program.



## Twig Science (K-5)

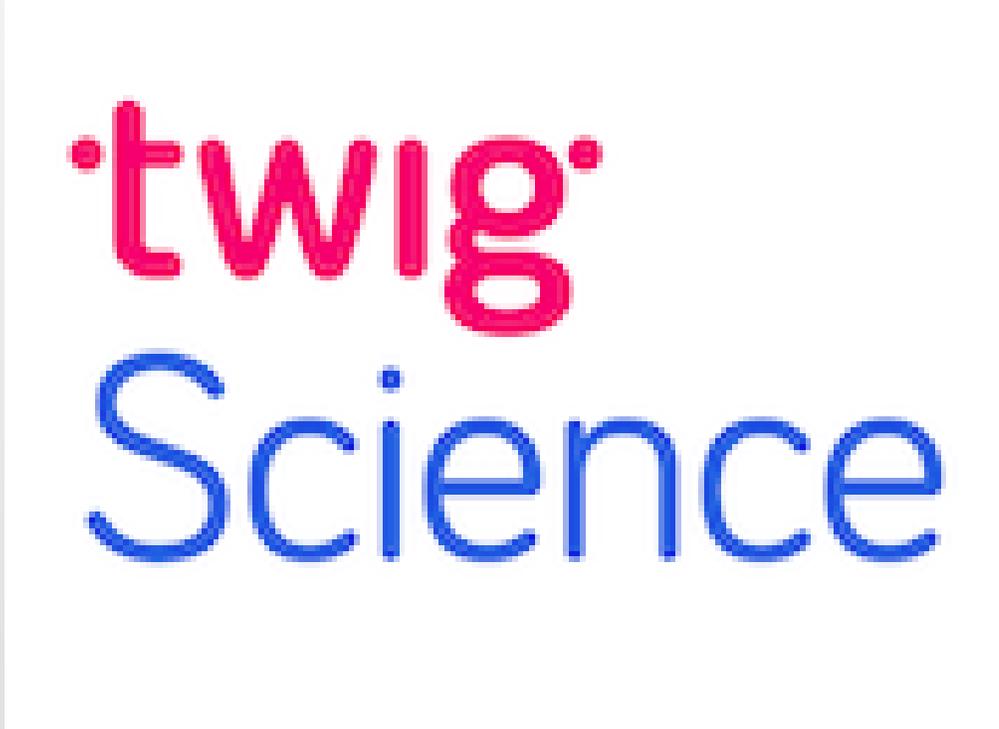
13 responses



- I strongly agree with this program and can support it.
- I can support this program. I am willing to go along with this choice.
- I have concerns and cannot support this program.



## Pilot Team Recommendation:





Questions?





# Price Quote

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

**Date** 3/24/2022  
**Quote No.** 256264  
**Acct. No.** 03:ox:CA:12215044  
**Total** \$2,389,399.28  
**Pricing Expires** 6/22/2022

Oxnard School District  
1051 S A St  
Oxnard CA 93030

Payment Schedule	Contract Start	Contract End
	7/1/2022	6/30/2030

Qty	Description	Comment	End Date
	Oxnard School District		
45	Twig 1-Year, Grade 1, Science Kit Bundle (Modules 1-4)		06/30/2023
30	Twig 1-Year, Grade 1, Science Kit Bundle (Modules 1-4)		06/30/2023
70	Twig 1-Year, Grade 2, Science Kit Bundle (Modules 1-4)		06/30/2023
53	Twig 1-Year, Grade 3, Science Kit Bundle (Modules 1-4)		06/30/2023
23	Twig 1-Year, Grade 3, Science Kit Bundle (Modules 1-4)		06/30/2023
81	Twig 1-Year, Grade 4, Science Kit Bundle (Modules 1-5)		06/30/2023
12	Twig 1-Year, Grade 4, Science Kit Bundle (Modules 1-5)		06/30/2023
70	Twig 1-Year, Grade 5, Science Kit Bundle (Modules 1-4)		06/30/2023
20	Twig 1-Year, Grade 5, Science Kit Bundle (Modules 1-4)		06/30/2023
69	Twig 1-Year, Grade Kindergarten, Science Kit Bundle (Modules 1-4)		06/30/2023
46	Twig 8-Year, Grade 1 Student TwigBook Bundle incl Digital Subscription (Modules 1-4), Spanish		06/30/2030

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

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

**Oxnard School District**

**Imagine Learning Representative**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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



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**Pricing Expires** 6/22/2022

Qty	Description	Comment	End Date
74	Twig 8-Year, Grade 1, Student TwigBook Bundle incl Digital Subscription (Modules 1-4)		06/30/2030
10	Twig 8-Year, Grade 1, Twig Science, Teacher Digital Subscription Bundler, Spanish		06/30/2030
120	Twig 8-Year, Grade 2, Student TwigBook Bundle incl Digital Subscription (Modules 1-4)		06/30/2030
10	Twig 8-Year, Grade 3, Twig Science, Teacher Digital Subscription Bundle , Spanish		06/30/2030
30	Twig 8-Year, Grade 4 Student TwigBook Bundle incl Digital Subscription (Modules 1-5), Spanish		06/30/2030
325	Twig 8-Year, Grade 4, Student TwigBook Bundle incl Digital Subscription (Modules 1-5)		06/30/2030
10	Twig 8-Year, Grade 4, Twig Science, Teacher Digital Subscription Bundle , Spanish		06/30/2030
275	Twig 8-Year, Grade 5, Student TwigBook Bundle incl Digital Subscription (Modules 1-4)		06/30/2030
65	Twig 8-Year, Grade 5, Student TwigBook Bundle incl Digital Subscription (Modules 1-4), Spanish		06/30/2030
10	Twig 8-Year, Grade 5, Twig Science, Teacher Digital Subscription Bundle , Spanish		06/30/2030
118	Twig 8-Year, Grade Kindergarten, Student TwigBook Bundle incl Digital Subscription (Modules 1-4)		06/30/2030
37	Twig Grade 1, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 25 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
23	Twig Grade 1, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 25 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
10	Twig Grade 1, Teacher Edition Bundle (Modules 1-4)		06/30/2030
10	Twig Grade 1, Teacher Edition Bundle, Spanish (Modules 1-4)		06/30/2030
60	Twig Grade 2, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 25 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
10	Twig Grade 2, Teacher Edition Bundle (Modules 1-4)		06/30/2030
40	Twig Grade 3, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
18	Twig Grade 3, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
1	Twig Grade 3, Science Essentials Kit 720053		06/30/2023

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877-725-4257 x1037

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**Total** \$2,389,399.28  
**Pricing Expires** 6/22/2022

Qty	Description	Comment	End Date
14	Twig Grade 3, Teacher Edition Bundle (Modules 1-4)		06/30/2030
12	Twig Grade 3, Teacher Edition Bundle, Spanish (Modules 1-4)		06/30/2030
65	Twig Grade 4, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
6	Twig Grade 4, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-5), Techer Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-5, 7 Level Readers (Modules 1-5), and 1 Set of Tradebooks		06/30/2030
1	Twig Grade 4, Science Essentials Kit 720011		06/30/2023
10	Twig Grade 4, Teacher Edition Bundle (Modules 1-5)		06/30/2030
10	Twig Grade 4, Teacher Edition Bundle, Spanish (Modules 1-5)		06/30/2030
55	Twig Grade 5, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
13	Twig Grade 5, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 30 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
1	Twig Grade 5, Science Essentials Kit 720036		06/30/2023
10	Twig Grade 5, Teacher Edition Bundle (Modules 1-4)		06/30/2030
10	Twig Grade 5, Teacher Edition Bundle, Spanish (Modules 1-4)		06/30/2030
10	Twig Grade Kindergarten, Teacher Edition Bundle (Modules 1-4)		06/30/2030
22	Twig Grade TK, Science Kit Bundle (Modules 1-8)		06/30/2023
10	Twig Grade TK, Teacher Edition		06/30/2030
59	Twig Kindergarten, 8 YR Class Implementation Pack, includes Teacher Edition Bundle (Modules 1-4), Techer Digital Subscription, 25 Student Bundles (Digital Subscription, Modules 1-4, 7 Level Readers (Modules 1-4), and 1 Set of Tradebooks		06/30/2030
4	Twig Reader Grade 3 - Module 1 - Above-Level - Rollercoaster Ride		06/30/2023
4	Twig Reader Grade 3 - Module 1 - Below-Level - Rollercoaster Ride		06/30/2023
4	Twig Reader Grade 3 - Module 1 - English Learner - Rollercoaster Ride		06/30/2023
4	Twig Reader Grade 3 - Module 1 - On-Level - Rollercoaster Ride		06/30/2023
4	Twig Reader Grade 3 - Module 2 - Above-Level - Life Cycles		06/30/2023
4	Twig Reader Grade 3 - Module 2 - Below-Level - Life Cycles		06/30/2023
4	Twig Reader Grade 3 - Module 2 - English Learner - Life Cycles		06/30/2023
4	Twig Reader Grade 3 - Module 2 - On-Level - Life Cycles		06/30/2023
4	Twig Reader Grade 3 - Module 3 - Above-Level - Surviving in Different Environments		06/30/2023



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Qty	Description	Comment	End Date
4	Twig Reader Grade 3 - Module 3 - Below-Level - Surviving in Different Environments		06/30/2023
4	Twig Reader Grade 3 - Module 3 - English Learner - Surviving in Different Environments		06/30/2023
4	Twig Reader Grade 3 - Module 3 - On-Level - Surviving in Different Environments		06/30/2023
4	Twig Reader Grade 3 - Module 4 - Above-Level - Weather Hazards		06/30/2023
4	Twig Reader Grade 3 - Module 4 - Below-Level - Weather Hazards		06/30/2023
4	Twig Reader Grade 3 - Module 4 - English Learner - Weather Hazards		06/30/2023
4	Twig Reader Grade 3 - Module 4 - On-Level - Weather Hazards		06/30/2023
18	Twig Science Essentials Kit Grade 3 - 720053		06/30/2023
18	Twig Science Essentials Kit Grade 4 - 720011		06/30/2023
18	Twig Science Essentials Kit Grade 5 - 720036		06/30/2023
17	Twig TK, 8 YR Class Implementation Pack, includes Techer Digital Subscription, Science investigation Posters, Vocabulary Cards bundle, Activity Worksheet Bundle, 25 Student Bundles (Digital Subscription, Modules 1-4, and 7 Level Readers (Modules 1-4)		06/30/2030
4	Twig Tradebook Grade 3 - Module 1 - Maglev Trains		06/30/2023
4	Twig Tradebook Grade 3 - Module 2 - Inheritance of Traits: Why is my dog bigger than your dog?		06/30/2023
4	Twig Tradebook Grade 3 - Module 3 - Magic Tree House; Sabertooth and the Ice Age		06/30/2023
4	Twig Tradebook Grade 3 - Module 4 - Lightning		06/30/2023
10	Twig, 8 Year, Teacher Single User Grade 1, includes Tools and Reporter		06/30/2030
10	Twig, 8 Year, Teacher Single User Grade 2, includes Tools and Reporter		06/30/2030
14	Twig, 8 Year, Teacher Single User Grade 3, includes Tools and Reporter		06/30/2030
10	Twig, 8 Year, Teacher Single User Grade 4, includes Tools and Reporter		06/30/2030
10	Twig, 8 Year, Teacher Single User Grade 5, includes Tools and Reporter		06/30/2030
10	Twig, 8 Year, Teacher Single User Grade K, includes Tools and Reporter		06/30/2030

**Subtotal** \$2,187,093.16  
**Tax Total** \$202,306.12  
**Total** \$2,389,399.28

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section D: Action Items

### **Approval of Committed Fund Balance Resolution #21-22 (Mitchell/Crandall Plasencia)**

---

The administration is requesting Board Approval of Resolution #21-22, authorizing the establishment of a committed fund balance in the General Fund. Education Code section 33127 allows for the identification and commitment of fund balance for specified purpose(s). The “commitment of fund balance” is the highest level of fund balance constraint that can be approved by a governing board.

Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the “commitment of fund balance”.

#### **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 #21-22 to establish a committed fund balance in the general fund, and authorize the Superintendent to set the amounts committed for each specified purpose no later than December 15, 2022.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #21-22 \(2 pages\)](#)



# **OXNARD SCHOOL DISTRICT APPROVAL OF COMMITTED FUND BALANCE RESOLUTION #21-22**

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, the governing board of the Oxnard School District wishes to establish a committed fund balance in the general fund in conformance with the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the Oxnard School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the California Department of Education and the Government Finance Officers Association recommend that school districts maintain committed, assigned, and unassigned reserves of at least two months of operating expenditures or approximately a 17 percent reserve to mitigate revenue short falls and unanticipated expenditures;

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, certain district expenditures such as health care benefits or pension costs can be difficult to predict precisely;

WHEREAS, healthy reserves can address these cost increases rather than immediately reducing spending and other parts of the budget;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing textbooks and related curriculum, computers, school buses and equipment and facility components that have reached the end of their useful lives such as flooring, or heating and cooling systems;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

WHEREAS, that the Oxnard School District Board of Education, hereby commits to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

Student Transportation/Bus Replacement

Technology Device Refresh

Instructional Materials Adoptions

Building Maintenance One-Time Funds

Pandemic Learning and Recovery

Financial Stability Reserve

Carryover of Unspent Supplemental and Concentration Grants; and

BE IT THEREFORE RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint; and,

BE IT THEREFORE FUTHER RESOLVED, that the amounts to be committed for the purposes directed above shall be established by the Superintendent no later than December 15, 2022.

ADOPTED by the Governing Board on April 20, 2022, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

THIS IS TO CERTIFY that the above resolution was adopted by the Board of Trustees by a majority vote, at its regular meeting of April 20, 2022.

Signed: \_\_\_\_\_  
President of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section D: Action Items

### **Consideration of Votes for 2022 CSBA Delegate Assembly Run-Off Elections (Aguilera-Fort)**

---

At the February 16, 2022 Board meeting, the Board voted for candidates to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B. On March 28, 2022 the members of the Delegate Assembly Election Committee met to count and certify the ballots for membership on the CSBA Delegate Assembly. A tie vote resulted in a run-off election in Region 11-B involving the following candidates:

- Darlene Bruno (Hueneme ESD)
- Efrain Cazares (Ocean View SD)

The Board, as a whole, has the opportunity to vote for only one (1) of the candidates listed and the ballot must be returned on or before Monday, May 2, 2022. Should a second tie occur, the Regional Director will cast the tie-breaking vote.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees consider whether it wishes to vote for a representative in the CSBA's Run-Off Election for Delegate Assembly, Subregion 11-B (Ventura).

#### **ADDITIONAL MATERIALS:**

**Attached:** [CSBA Run-off Election Packet \(4 pages\)](#)



**TIME SENSITIVE - REQUIRES BOARD ACTION  
DEADLINE: MONDAY, MAY 2, 2022**

April 1, 2022

**MEMORANDUM**

To: All Board Presidents and Superintendents  
CSBA Member Boards of Education in Region 11B

From: Dr. Susan Heredia, CSBA President

Re: 2022 CSBA Delegate Assembly Run-off Elections  
***U.S. Postmark Deadline – Monday, May 2, 2022***

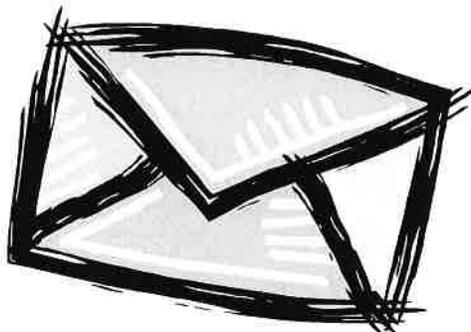
---

The members of the Delegate Assembly Election Committee met on March 28, 2022, to count and certify the ballots for membership on the CSBA Delegate Assembly. A tie vote resulted in a run-off election in your Region.

Enclosed is the run-off ballot material for election of a representative to CSBA Delegate Assembly from your Region. The material consists of the ballot (on turquoise paper) and a list of all current members of the Delegate Assembly from Region 11B effective April 1, 2021. In addition, the candidates' required biographical sketch form and optional resume is provided, along with a "copy" of the run-off ballot on white paper so that it may be included in your board agenda packet. **Only the run-off ballot on turquoise paper is to be completed and returned.**

The board, as a whole, votes using the turquoise ballot. The ballot must be completely filled out, signed by the Superintendent or the Board Clerk, and returned in the enclosed envelope. If the envelope is misplaced, you may use your district's stationery, please write **DELEGATE ELECTION – RUN-OFF BALLOT** and your Region number on the envelope. **Run-off ballots must be postmarked by the U.S. Post Office on or before Monday, May 2, 2022.**

The run-off ballots will be counted by May 10 and candidates will be notified of the results immediately. Should a second tie occur, the Regional Director will cast the tie-breaking vote. All newly elected Delegates will serve terms that will expire on March 31, 2024. The next meeting of the Delegate Assembly is on Saturday, May 21 – Sunday, May 22 and will take place at the Hyatt Regency Hotel, in Sacramento. Please do not hesitate to contact Toya Davis at [TDavis@csba.org](mailto:TDavis@csba.org) should you have any questions. Thank you.



**BALLOTS SHOULD BE RETURNED IN THE  
ENCLOSED ENVELOPE; HOWEVER, SHOULD  
THE ENVELOPE BECOME MISPLACED; PLEASE  
USE YOUR STATIONERY AND RETURN TO:**

**CSBA  
DELEGATE ASSEMBLY ELECTIONS  
3251 BEACON BLVD.  
WEST SACRAMENTO, CA 95691**

**ON THE BOTTOM LEFT CORNER OF THE  
ENVELOPE, WRITE THE REGION OR  
SUBREGION NUMBER (THIS NUMBER APPEARS  
ON THE BALLOT AT THE TOP).**

**REQUIRES BOARD ACTION**

This completed **ORIGINAL RUN-OFF BALLOT** must be **SIGNED** by the Superintendent or Board Clerk and may be returned by email on or before **MONDAY, MAY 2, 2022**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR A LATE BALLOT THAT IS NOT POSTMARKED ON OR BEFORE MAY 2 WILL NOT BE VALID.*

OFFICIAL 2022 DELEGATE ASSEMBLY RUN-OFF BALLOT  
REGION 11-B  
(Ventura County)

(Vote for no more than 1 candidate)

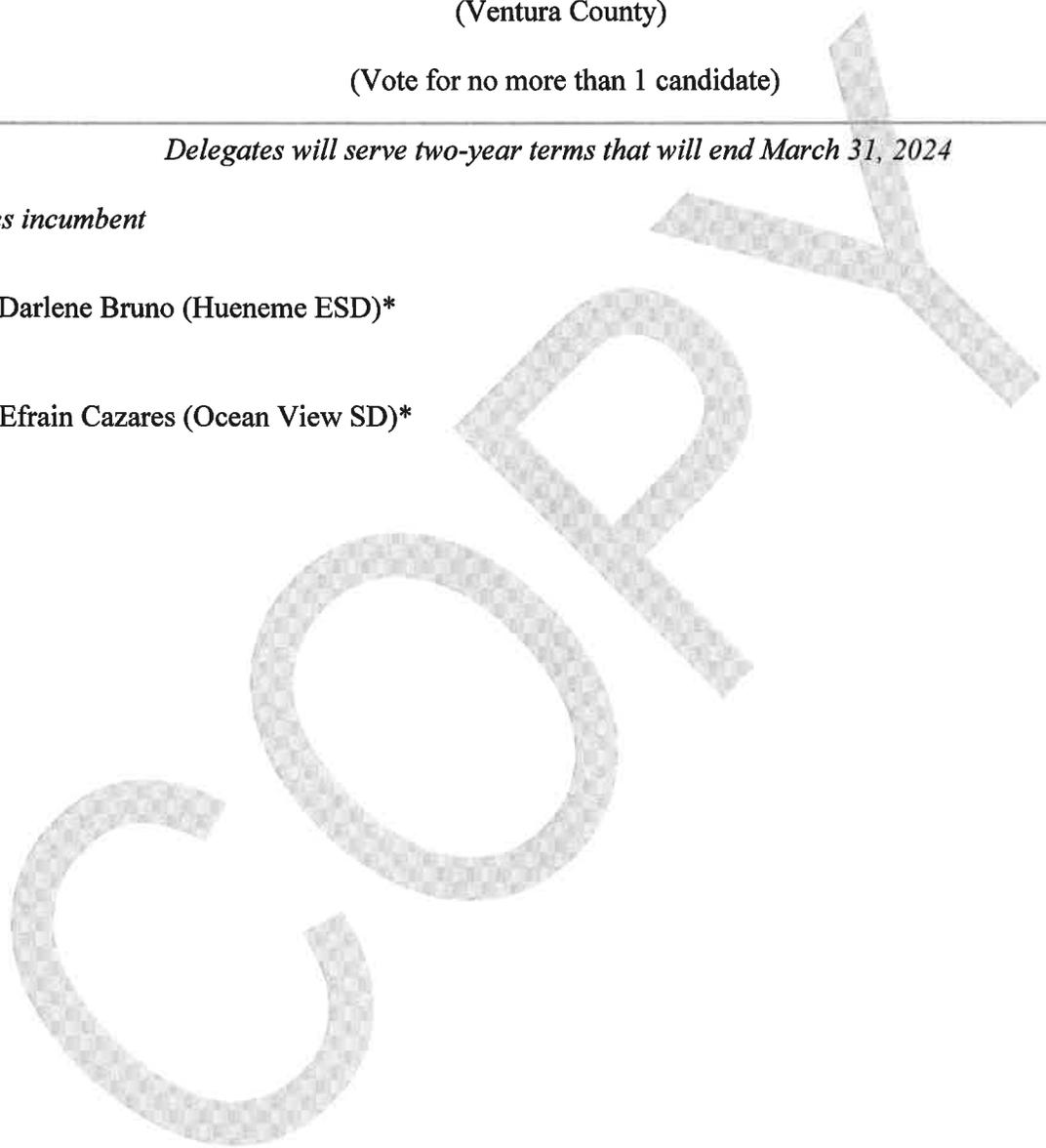
---

*Delegates will serve two-year terms that will end March 31, 2024*

*\*denotes incumbent*

Darlene Bruno (Hueneme ESD)\*

Efrain Cazares (Ocean View SD)\*



---

*Signature of Superintendent or Board Clerk*

---

*Title*

---

*School District*

---

*Date of Board Action*

***See reverse side for a current list of all Delegates in your Region.***

---

**REGION 11 – 9 Delegates (9 elected)**

**Director: Sabrena Rodriguez (Ventura USD)**

**Below is a list of all elected or appointed Delegates from this Region.**

---

**Subregion 11-A (Santa Barbara)**

Wendy Sims-Moten (Santa Barbara USD), term expires 2022

Luz Reyes-Martin (Goleta Union SD), term expires 2023

**Subregion 11-B (Ventura)**

Matthew Almaraz (Ventura USD), term expires 2023

Darlene Bruno (Hueneme SD), term expires 2022

Efrain Cazares (Oceanview SD), term expires 2022

Debra Cordes (Oxnard SD), term expires 2022

Lauren Gill (Conejo Valley USD), term expires 2022

Jeri Mead (Santa Paula USD), term expires 2023

**County Delegate:**

Rachel Ulrich (Ventura COE), term expires 2023

---

**Counties**

Santa Barbara (Subregion A)

Ventura (Subregion B)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Valerie Mitchell, MPPA

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section D: Action Items

### **Adoption of Resolution #21-28 Emergency Resolution to Determine that an Emergency Existed Regarding Christa McAuliffe Elementary School Flood (Mitchell)**

---

Public Contract Code section 20113 provides that in the case of an emergency, a school district may, with the unanimous approval of the governing board and approval of the county superintendent of schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life and property.

On January 4, 2022, Christa McAuliffe Elementary School experienced a sudden, unexpected leak, resulting in severe water damage that required immediate water mitigation (Emergency Repairs) to mitigate damage to the District's property and to minimize the potential health and safety impacts on District students, staff, teachers and the general public.

Due to the urgency of the situation, the district entered into an emergency work agreement with First Onsite Property Restoration for immediate water mitigation services pursuant to the provisions of Public Contract Code section 20113 per the attached resolution. The Board's adoption of Resolution #21-28 determines that an emergency existed at McAuliffe School beginning on January 4, 2022 and ratifies the work agreement between the district and First Onsite Property Restoration for water mitigation services. Upon unanimous approval by the Board, the resolution will be presented to the Ventura County Superintendent of Schools for final approval.

#### **FISCAL IMPACT:**

\$119,051.30 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Emergency Resolution #21-28, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Emergency Resolution #21-28 - McAuliffe \(2 pages\)](#)

[First Onsite Agreement & Invoice - McAuliffe School \(16 pages\)](#)

**OXNARD SCHOOL DISTRICT**

**RESOLUTION NO. 21-28**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT TO DETERMINE THAT AN EMERGENCY EXISTED REGARDING CHRISTA MCAULIFFE ELEMENTARY SCHOOL FLOOD**

**WHEREAS**, Public Contract Code section 20113 provides that in the case of an emergency, a school district may, with the unanimous approval of the governing board and approval of the county superintendent of schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life and property;

**WHEREAS**, Public Contract Code section 1102 defines an emergency as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services;

**WHEREAS**, on January 4, 2022, Christa McAuliffe Elementary School ("McAuliffe") experienced a sudden, unexpected leak, resulting in severe water damage ("Flood"); and

**WHEREAS**, McAuliffe required immediate water mitigation ("Emergency Repairs") to mitigate damage to the District's property and to minimize the potential health and safety impacts on District students, staff, teachers and the general public.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND FOUND** by the Board of Trustees of the Oxnard School District:

**Section 1.** That the above recitals are true and correct.

**Section 2.** Based upon the foregoing and the evidence presented to the Board, the Board finds that an emergency existed at McAuliffe beginning on January 4, 2022.

**Section 3.** The Board hereby finds that the Emergency Repairs were required to commence immediately.

**Section 4.** The Board hereby ratifies the Work Agreement ("Agreement") the District entered into with First Onsite Property Restoration on January 4, 2022 for water mitigation services.

**Section 5.** That the Board authorizes the Superintendent, or designee, to enter into one or more contracts or change orders, and take all other action necessary, to perform all necessary work to complete Emergency Repairs at McAuliffe without advertising for bids, and to take all steps and perform all actions necessary to execute and implement those contracts or change orders.

**Section 6.** Directs that a copy of this resolution be forwarded to the Ventura County Superintendent of Schools pursuant to section 20113 of the Public Contracts Code for approval.

**APPROVED, PASSED AND ADOPTED** this 20th day of April, 2022, by vote of the Board:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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President, Board of Trustees

Attested to:

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Clerk, Board of Trustees



# INVOICE

Invoice Date	Customer ID	Invoice No.
02/25/2022	OXNA04	90847
Federal ID#	Purchase Order	Job Number
20-8487188		2034-22-0225

To:  
 Oxnard School District  
 Attn: Accounts Payable  
 1051 South A St  
 Oxnard, CA 93030

Job Location:  
 McAuliffe Elementary School  
 3300 Vai Marina Ave  
 Oxnard, CA 93035

Terms: Payment due 30 days from invoice date

Description	Amount
Mitigation and Drying Completed per attached Xactimate Breakdown  WO# 110521  GHC0040810  Prevailing Wage  Invoice and Xactimate will be mailed only upon request.	119,051.30

SITE Facilities  
 CNTR# P22-03289  
 ACCT# 5800  
 APPROVED [Signature] DATE 3/15/22

**Interstate Restoration is now FIRST ONSITE.**  
 Please visit [firstonsite.com](http://firstonsite.com).

<b>Remit Payment to: Interstate Restoration, LLC</b>  <u>For USPS Mail Only</u> Interstate Restoration LLC P.O. Box 734756 Chicago, IL 60673-4756  <u>For Overnight Couriers</u> JPMorgan Chase / 734756 Atten: Interstate Restoration LLC 131 S Dearborn, 6th Floor Chicago, IL 60603	Amount Billed	119,051.30
	Amount Due	\$119,051.30

Phone: (682) 316-1929

Email: [Billing@firstonsite.com](mailto:Billing@firstonsite.com)

Fax: (817) 293-0283 P22-362

## Property Restoration CLIENT WORK AGREEMENT

This Client Work Agreement ("Agreement") is made this 4th day of January, 2022, by and between Oxnard School District ("Client") and First Onsite Property Restoration ("First Onsite"), to mobilize, commence, and perform the Work (as defined below) at: McAuliffe Elementary School, 3300 Via Marina Ave., Oxnard, CA 93035 (the "Property").  
 Property Owner Name (if different from Client): Oxnard School District Telephone No.: 805-432-9930  
 Property Owner Address (if different from the Property address): 1051 S A St, Oxnard, CA 93030  
 Job Number: 2034-22-0225

The Work shall include, without limitation:  
 Water Mitigation

All Work shall be billed according to the following:

Check Applicable: [if not checked, Work will be billed per First Onsite's Time and Materials Rate Schedule]

- Scope of Work/Estimate/Xactimate, which shall be attached hereto as "Attachment A" once the document is generated
- First Onsite Time and Materials Rate Schedule, "Attachment B"
- Lump Sum Amount of: (\$ \_\_\_\_\_)
- The Down Payment (33% of estimated Work total of the selected pricing method) is a material consideration of this Work Order. First Onsite reserves the right to terminate the Work if this material consideration is not received within 7 days of the commencement of the Work. In such event, Client agrees to pay all sums due for the Work provided to the date of termination.**
- Down Payment of \_\_\_\_\_% and/or payment terms as follows: Emergency Services

1. **Nature of Work.** The Work shall include, all labor, materials, and equipment utilized to estimate or perform the Work, which may include, without limitation, emergency services, restoration, cleaning, drying, water and sewer extraction, repair(s), removal, storage, testing, damage appraisal and consulting and return of inventoried personal property, renovations, and other mitigations and improvements to the Property. The First Onsite Time and Materials Rate Schedule (Attachment B) and Scope of Work/Estimate/Xactimate (Attachment A) do not include applicable taxes, fees, or prevailing wage requirements, all of which shall be invoiced separately. All Work shall be completed in conformity with standards of the applicable trade industry best practices by licensed contractors, as required by state law, using materials reasonably calculated to approximate the finish and quality prior to the damage, including deletion of certain items deemed not necessary to First Onsite. Copies of the licenses will be provided to the Client upon request.

2. **Payment.** For Work, where the estimated duration is greater than 30 days, First Onsite will invoice the Client every 30 days. For Work, where the estimated duration is less than 30 days, First Onsite will invoice Client every 15 days. Client shall pay First Onsite's invoicing no later than 30 days following First Onsite submitting to Client an invoice. If Client uses a consultant to audit the Work's billing, then First Onsite agrees to allow Client to retain 10% of each invoice, until all audit related issues are reasonably resolved. At the time of final walk-through, Client shall have paid to First Onsite all amounts due and owing, except for the 10% retainage; and such retainage amount shall be paid within 10 days of completion of any punch list items. Client agrees to pay interest at the maximum lawful rate or 1.5% a month, whichever is lower upon all amounts due, as well as reasonable costs and attorneys' fees incurred by First Onsite in and enforcement of collection of the same. To the extent the Client requests an audit of First Onsite's project billing, any such request must be made, if at all, in writing and no later than 120 days from Client's receipt of the final Work invoice. Unless otherwise agreed to, the Work shall not include applicable taxes, fees, or prevailing wage requirements, all of which shall be invoiced separately. Within 3 days of commencement of the Work, Client shall notify First Onsite of any particular conditions, which may materially affect Work costs including, without limitation, whether prevailing wages are required. Client further acknowledges that First Onsite may require a down payment of 33% of the estimated total and Client agrees to pay the same within 7 days of the commencement of the Work. Client represents and warrants that it has arranged for, has or will receive insurance proceeds and/or sufficient financing and/or has sufficient funds to comply with this Agreement and pay for the Work. To enable First Onsite to perform the Work in the best and most expeditious manner, Client agrees to make timely payments in accordance with requirements of the Agreement. Client agrees to pay for all Work regardless of whether the same is covered by any insurance.

3. **Authority and Approval.** The undersigned Client signatory represents and warrants to First Onsite that he/she: (i) is the person properly authorized to enter into this Work Agreement; (ii) is doing so on behalf of the Client and all Property owners/insureds with their express knowledge and approval; (iii) will communicate the contents of this Client Work Agreement, including representations made herein, to the Client and Property owner; and (iv) authorizes First Onsite to proceed with the Work. In the event that the Property is occupied by one or more tenant, the undersigned Client represents and warrants that they are empowered and duly authorized to represent and bind any such tenant to the terms of this Authorization.

4. **State Specific Contract Terms.** "Attachment C," if applicable, shall contain any jurisdictionally required contract language. If attached hereto, Attachment C is incorporated fully into this Client Work Agreement.

5. **Substantial Completion.** Substantial Completion shall mean the time when the Work is sufficiently complete. First Onsite agrees to diligently pursue Substantial Completion of the Work but shall not be liable for delays due to late deliveries, weather, or any other event outside of First Onsite's control. Client shall not delay the Work and agrees to avoid interrupting, interfering with, or casually visiting with First Onsite's employees while they are performing the Work.

6. **Additional Terms and Conditions.** Client acknowledges that Additional Terms and Conditions contained on First Onsite's website www.FirstOnsite.com/terms-and-conditions are fully incorporated herein. Client further acknowledges that Client has had the opportunity to review such Terms and Conditions and agrees that the same are fully incorporated herein.

Signatures on following page

**First Onsite Property Restoration**

- Interstate Restoration, LLC
- Perfection Property Restoration, Inc.
- Rolyn, LLC
- Super Restoration Service Co., LLC
- Interstate Restoration Hawaii, LLC
- Trilink Restoration Services, LLC
- Maxons Restorations, Inc.
- Moore Restoration, Inc.
- Pro Construction, LLC
- Insurance Restoration Specialists, Inc.
- Kauai Restoration & Cleaning Inc.
- Bales Restoration, Inc.
- Master Maintenance Inc.

**Client Name:** Oxnard School District

DocuSigned by:  
 Client Signature: Marcos Lopez  
 Print Name: Marcos Lopez  
 Title: Sr. Manager, Maintenance & Operations  
 Date: 1/5/2022  
 Email: m6lopez@oxnardsd.org

DocuSigned by:  
 Signature: Kris Kornder  
999C1178E145F  
 Print Name: Kris Kornder  
 Title: SR RPM  
 Date: 1/5/2022  
 Email: kris.kornder@firstonsite.com

## **First Onsite Property Restoration California Home Improvement Contract Addendum**

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Client and First Onsite Property Restoration (“Contractor”) hereby acknowledge that the Project may be a Home Improvement Contract, within the meaning of California Business & Professions Code § 7150 *et seq.* The purpose of this Addendum is to amend the parties’ written contract (the “Agreement”) to comply with the applicable provisions of California law relating to Home Improvement Contracts. Client and Contractor agree that in the event of a conflict between the terms of the Agreement and the terms of this Addendum, the terms of the Agreement shall control.

**The following provisions and/or modifications are incorporated into the Agreement:**

1. The title of the Agreement is changed to:

### **Home Improvement Contract**

2. Immediately below the title to the Agreement the following is added:

**Client is entitled to a completely filled in copy of this Agreement, signed by both Client and Contractor, before the Work is started.**

### **Additional Notices Pursuant to Business & Professions Code § 7159.**

**Changes in the Work | Note About Extra Work and Change Orders:** Extra Work and Change Orders become part of the Agreement, once the Change Order is prepared in writing and signed by the parties prior to the commencement of the Work covered by the new Change Order. The Change Order must describe the scope of the Extra Work or change, the cost to be added or subtracted from the Agreement, and the effect the Change Order will have on the schedule of progress payments.

Upon satisfactory payment being made, for any portion of the Work performed, the Contractor, prior to any further payment being made, shall furnish to the person contracting for the home improvement or swimming pool work a full and unconditional release from any potential lien claimant claim or mechanics lien authorized pursuant to Sections 8400 and 8404 of the Civil Code for that portion of the work for which payment has been made.

**Commercial General Liability Insurance (CGL):** Contractor carries commercial general liability insurance written by Chubb Insurance Company. You may call the Risk Dept. at 817-293-0035 to check the Contractor’s insurance coverage.

**Workers’ Compensation Insurance:** Contractor carries workers’ compensation insurance for all required employees.

**Extra or Change Order Work:** Client may not require Contractor to perform Extra Work or Change Order Work, without providing written authorization prior to the commencement of Work covered by the new Change Order. Extra Work or a Change Order is not enforceable against Client unless the Change Order also identifies all of the following in writing prior to the commencement of Work covered by the new Change Order:

1. The scope of Work encompassed by the Change Order.
2. The amount to be added or subtracted from the Agreement.
3. The effect the Change Order will make in the progress payments or the completion date.

Contractor's failure to comply with the requirements of this section does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

### **MECHANICS LIEN WARNING**

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752).

**REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

### **Information about the Contractors' State License Board (CSLB):**

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor,

CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at [www.cslb.ca.gov](http://www.cslb.ca.gov)

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

*NOTE: There are three types of rights to cancel: 3, 5 and 7 day. The three day notice is the default notice and is required for all home improvement contracts unless one of the others apply. The five day notice is required for contracts with "senior citizens", or individuals 65 or over. The seven day notice is for any contract to repair "residential premises damaged by any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county." Each of the notices must be in 12 point bold, and are listed below.*

**Three-Day Right to Cancel:**

**You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

**If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk.**

**If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:**

**First Onsite Property Restoration, 6200 S. Syracuse Way, Suite 230, Greenwood Village, CO 80111, not later than midnight of the third day from when the contract was executed. In such communication state that you cancel the transaction and date and sign the cancellation notice.**

**Five-Day Right to Cancel:**

**You, the buyer, have the right to cancel this contract within five business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the**

**contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.**

**If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received them, goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk.**

**If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:**

**First Onsite Property Restoration, 6200 S. Syracuse Way, Suite 230, Greenwood Village, CO 80111, not later than midnight of the fifth business day from when the contract was executed. In such communication state that you cancel the transaction and date and sign the cancellation notice.**

**Seven-Day Right to Cancel:**

**You may cancel this transaction, without any penalty or obligation, within seven business days from the above date.**

**If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.**

**If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.**

**To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:**

**First Onsite Property Restoration, 6200 S. Syracuse Way, Suite 230, Greenwood Village, CO 80111, not later than midnight of the seventh business day from when the contract was executed. In such communication state that you cancel the transaction and date and sign the cancellation notice.**

*NOTE: The applicable notice above shall be accompanied by a completed form in duplicate, captioned "Notice of Cancellation," which shall also be attached to the agreement or offer to purchase and be easily detachable, and which shall contain the following statement written in the same language, e.g., English or Spanish, as used in the contract:*

"Notice of Cancellation"	
/enter date of transaction/	
(Date)	



## First Onsite

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1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

Client: McAuliffe Elementary School  
Property: 330 Via Marina Ave  
Oxnard, CA 93035

Operator: KRIS

Estimator: Blake Schoemann  
Business: 1830 Lockwood st Suite 107  
Oxnard, CA 93036

Business: (805) 630-1475

Type of Estimate: Water Damage

Date Entered: 1/27/2022

Date Assigned:

Price List: VTA\_PWMARKETVTA

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2034-22-0225

First On Site would like to thank you for the opportunity to provide you with this estimate for restoration of your damages. Attached you will find a line item breakdown of all components necessary to complete your project in the manner consistent with industry standards. Should you have any concerns or questions please feel free to contact us at any time.

### Exclusions:

Engineering, architectural and/or design costs.

Repair or changes for hidden damage or conditions not known at the time of this proposal.

Building Department permit fees or taxes. First On Site will obtain permits at cost plus administrative labor charge of \$65.00 per hour when these are required.

Dry or wet rot and termite damage unless addressed in the estimate.

Landscaping work that may be incidental to the scope of work unless spelled out in our proposal.

Payment &/or performance bonds.

Incliment weather protection unless included in the estimate or proposal.



**First Onsite**

1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

2034-22-0225

**Labor**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>*** Tuesday 1/4/22 ***</b>					
1. Demolition Laborer - per hour	34.50 HR	0.00	107.89	0.00	3,722.21
Kris Kornder - 6 Jon Higgins - 7 Brittany Barker - 7 Alex Juragi - 7 Karrie Cotton - 6.5 Adrian Hernandez - 1					
<b>*** Wednesday 1/5/22 ***</b>					
2. Demolition Laborer - per hour	64.00 HR	0.00	107.89	0.00	6,904.96
Kevin Gonzales - 8 Edgar Castillo - 8 Christian Candelario -8 Luis Davila - 8 Brittany Barker - 5.5 Karrie Cotton - 5.5 Oscar Quezada - 4.5 Alex Juargi - 5.5 Mark Evarts - 4 Fernando Yepez - 4 Jaime Halverson - 4					
3. Demolition Laborer - per hour - overtime / sat rate	1.32 HR	0.00	161.84	0.00	213.63
Kevin Gonzales - .33 Edgar Castillo - .33 Christian Candelario -.33 Luis Davila - .33					
<b>*** Thursday 1/6/22 ***</b>					
4. Demolition Laborer - per hour	96.00 HR	0.00	107.89	0.00	10,357.44
Jorge Morales - 8 Carlos Morales - 8 Luis Davila - 8 Leonard Gonez - 8 Edwin Chinchilla -8 Evelio Akman - 8 Nick Laur -8 Luis Magallones -8 Kris Kornder - 8 Mark Evarts - 8 Fernando Yepez - 8 Jaime Halverson - 8					
5. Demolition Laborer - per hour - overtime / sat rate	1.75 HR	0.00	161.84	0.00	283.22



**First Onsite**

1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

**CONTINUED - Labor**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Jorge Morales - .15					
Carlos Morales - .15					
Luis Davila - .15					
Leonard Gonez - .15					
Edwin Chinchilla - .15					
Evelio Akman - 1					
Nick Laur -1					
Luis Magallones - 1					
Kris Kornder - 1					
<b>*** Friday 1/7/22 ***</b>					
6. Demolition Laborer - per hour	96.00 HR	0.00	107.89	0.00	10,357.44
Jorge Morales - 8					
Carlos Morales - 8					
Luis Davila - 8					
Kevin Gonzales -8					
Albert Marquez -8					
Leonard Gonez - 8					
Edwin Chinchilla -8					
Kris Kornder - 8					
Nick Hernandez - 8					
Mark Evarts - 8					
Ferando Yopez - 8					
Jaime Halverson - 8					
7. Demolition Laborer - per hour - overtime / sat rate	8.50 HR	0.00	161.84	0.00	1,375.64
Jorge Morales - 1.5					
Carlos Morales - 1.5					
Luis Davila - 1.5					
Leonard Gonez - 1.5					
Edwin Chinchilla -1.5					
Kris Kornder - 1					
<b>*** Saturday 1/8/22 ***</b>					
8. Demolition Laborer - per hour - overtime / sat rate	78.25 HR	0.00	161.84	0.00	12,663.98
Jorge Morales - 8					
Carlos Morales - 5.5					
Luis Davila - 8.25					
Kevin Gonzales - 1.5					
Albert Marquez -8					
Leonard Gonez - 8					
Edwin Chinchilla -8					
Kris Kornder - 11					
Oscar Ouezada - 8					
Mark Evarts - 4					
Ferando Yopez - 4					
Jaime Halverson - 4					
<b>*** Sunday 1/9/22</b>					
9. Demolition Laborer - per hour - overtime - double time / Sunday rate	76.50 HR	0.00	161.84	0.00	12,380.76



**First Onsite**

1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

**CONTINUED - Labor**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Roselio Mendoza - 9					
Carlos Morales - 9					
Luis Davila - 9.5					
Albert Marquez -9					
Leonard Gonez - 9					
Edwin Chinchilla -9					
Kris Kornder - 9					
Daniel Juagri - 6.5					
Oscar Quezada - 6.5					
<b>*** Wednesday 1/12/22 ***</b>					
10. Demolition Laborer - per hour	3.00 HR	0.00	107.89	0.00	323.67
Brittany Barker - 1					
Gerardo Vega - 1					
Kris Konder - 1					
<b>*** Friday 1/14/22 ***</b>					
11. Demolition Laborer - per hour	2.00 HR	0.00	107.89	0.00	215.78
Brittany Barker - 1					
Gerardo Vega - 1					
Totals: Labor				0.00	58,798.73

**Materials**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Nitrile Gloves	1.00 BX	34.29	0.00	0.00	34.29
13. Dust mask	1.00 BX	30.67	0.00	0.00	30.67
14. 6Mil trash bags	6.00 RL	134.00	0.00	0.00	804.00
Totals: Materials				0.00	868.96

**Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>*** Tuesday 1/5/22 ***</b>					
15. Air mover (per 24 hour period) - No monitoring	18.00 EA	0.00	26.34	0.00	474.12
16. Truck mount extraction unit	4.00 HR	0.00	310.00	0.00	1,240.00
17. Portable extraction unit	2.00 DA	0.00	120.00	0.00	240.00
18. Water resoration Van	2.00 EA	0.00	131.25	7.80	270.30
19. Vehicle - Pick up, suv or car	2.00 EA	0.00	85.75	5.10	176.60



**First Onsite**

1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

**CONTINUED - Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<b>*** Wednesday 1/5/22 ***</b>					
20. Air mover (per 24 hour period) - No monitoring	184.00 EA	0.00	26.34	0.00	4,846.56
21. Dehumidifier (per 24 hour period) - XLarge - No monitoring	48.00 EA	0.00	165.00	0.00	7,920.00
22. Protatable extraction unit	1.00 DA	0.00	120.00	0.00	120.00
23. Water resoration Van	1.00 EA	0.00	131.25	0.00	131.25
24. Vehicle - Pick up, suv or car	6.00 EA	0.00	85.75	0.00	514.50
25. Power distribution box	3.00 DA	0.00	43.68	0.00	131.04
26. 50' power cable	3.00 EA	0.00	28.08	0.00	84.24
27. Ride on floor scraper	2.00 EA	0.00	913.46	54.31	1,881.23
<b>*** Thursday 1/6/22 ***</b>					
28. Air mover (per 24 hour period) - No monitoring	184.00 EA	0.00	26.34	0.00	4,846.56
29. Dehumidifier (per 24 hour period) - XLarge - No monitoring	48.00 EA	0.00	102.50	0.00	4,920.00
30. Water resoration Van	1.00 EA	0.00	131.25	0.00	131.25
31. Vehicle - Pick up, suv or car	6.00 EA	0.00	85.75	0.00	514.50
32. Power distribution box	3.00 DA	0.00	43.68	0.00	131.04
33. 50' power cable	3.00 EA	0.00	28.08	0.00	84.24
34. Ride on floor scraper	2.00 EA	0.00	913.46	54.31	1,881.23
<b>*** Friday 1/7/22 ***</b>					
35. Air mover (per 24 hour period) - No monitoring	122.00 EA	0.00	26.34	0.00	3,213.48
36. Dehumidifier (per 24 hour period) - XLarge - No monitoring	48.00 EA	0.00	102.50	0.00	4,920.00
37. Water resoration Van	1.00 EA	0.00	131.25	0.00	131.25
38. Vehicle - Pick up, suv or car	6.00 EA	0.00	85.75	0.00	514.50
39. Power distribution box	3.00 DA	0.00	43.68	0.00	131.04
40. 50' power cable	3.00 EA	0.00	28.08	0.00	84.24
41. Ride on floor scraper	1.00 EA	0.00	913.46	27.15	940.61
<b>*** Saturday 1/8/22 ***</b>					
42. Air mover (per 24 hour period) - No monitoring	58.00 EA	0.00	26.34	0.00	1,527.72
43. Dehumidifier (per 24 hour period) - XLarge - No monitoring	42.00 EA	0.00	102.50	0.00	4,305.00
44. Water resoration Van	1.00 EA	0.00	131.25	0.00	131.25
45. Vehicle - Pick up, suv or car	6.00 EA	0.00	85.75	0.00	514.50



# First Onsite

1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

## CONTINUED - Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
46. Power distribution box	3.00 DA	0.00	43.68	0.00	131.04
47. 50' power cable	3.00 EA	0.00	28.08	0.00	84.24
48. Ride on floor scraper	1.00 EA	0.00	913.46	27.15	940.61
<b>*** Sunday 1/9/22 ***</b>					
49. Air mover (per 24 hour period) - No monitoring	25.00 EA	0.00	26.34	0.00	658.50
50. Dehumidifier (per 24 hour period) - XLarge - No monitoring	16.00 EA	0.00	102.50	0.00	1,640.00
51. Water resoration Van	1.00 EA	0.00	131.25	0.00	131.25
52. Vehicle - Pick up, suv or car	6.00 EA	0.00	85.75	0.00	514.50
53. Power distribution box	3.00 DA	0.00	43.68	0.00	131.04
54. 50' power cable	3.00 EA	0.00	28.08	0.00	84.24
55. Ride on floor scraper	1.00 EA	0.00	913.46	27.15	940.61
<b>*** Monday 1/10/22 ***</b>					
56. Air mover (per 24 hour period) - No monitoring	25.00 EA	0.00	26.34	0.00	658.50
57. Dehumidifier (per 24 hour period) - XLarge - No monitoring	16.00 EA	0.00	102.50	0.00	1,640.00
58. Power distribution box	1.00 DA	0.00	43.68	0.00	43.68
59. 50' power cable	1.00 EA	0.00	28.08	0.00	28.08
<b>*** Tuesday 1/11/22 ***</b>					
60. Air mover (per 24 hour period) - No monitoring	25.00 EA	0.00	26.34	0.00	658.50
61. Dehumidifier (per 24 hour period) - XLarge - No monitoring	16.00 EA	0.00	102.50	0.00	1,640.00
62. Power distribution box	1.00 DA	0.00	43.68	0.00	43.68
63. 50' power cable	1.00 EA	0.00	28.08	0.00	28.08
<b>*** Wednesday 1/12/22 ***</b>					
64. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	26.34	0.00	158.04
65. Dehumidifier (per 24 hour period) - XLarge - No monitoring	6.00 EA	0.00	102.50	0.00	615.00
66. Water resoration Van	1.00 EA	0.00	131.25	0.00	131.25
67. Vehicle - Pick up, suv or car	1.00 EA	0.00	85.75	0.00	85.75
68. Power distribution box	1.00 DA	0.00	43.68	0.00	43.68
69. 50' power cable	1.00 EA	0.00	28.08	0.00	28.08
<b>*** Thursday 1/13/22 ***</b>					
70. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	30.00	0.00	180.00



**First Onsite**

1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

**CONTINUED - Equipment**

<b>DESCRIPTION</b>	<b>QTY</b>	<b>REMOVE</b>	<b>REPLACE</b>	<b>TAX</b>	<b>TOTAL</b>
71. Dehumidifier (per 24 hour period) - XLarge - No monitoring	6.00 EA	0.00	165.00	0.00	990.00
72. Power distribution box	1.00 DA	0.00	43.68	0.00	43.68
73. 50' power cable	1.00 EA	0.00	28.08	0.00	28.08
<b>*** Friday 1/14/22 ***</b>					
74. Water resoration Van	1.00 EA	0.00	131.25	0.00	131.25
<b>Totals: Equipment</b>				<b>202.97</b>	<b>59,383.61</b>
<b>Line Item Totals: 2034-22-0225</b>				<b>202.97</b>	<b>119,051.30</b>



**First Onsite**

1830 Lockwood Street, Suite 107  
Oxnard, CA 93036  
877-988-1040

**Summary**

Line Item Total	118,848.33
Material Sales Tax	202.97
<b>Replacement Cost Value</b>	<b>\$119,051.30</b>
<b>Net Claim</b>	<b>\$119,051.30</b>

---

Blake Schoemann

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section D: Action Items

### **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 - Driffill Preschool Classrooms (Aguilera-Fort/Mitchell)**

---

The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Driffill Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Resolution #21-29 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Preschool Classrooms, is presented herewith for the Board's consideration.

#### **FISCAL IMPACT:**

None at this time.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-29, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #21-29 Preschool Grant Program \(2 pages\)](#)

**RESOLUTION NO. 21-29**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
SUPPORTING PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY  
KINDERGARTEN FACILITIES GRANT PROGRAM**

WHEREAS, the Board of Trustees (“School Board”) has determined that school facilities within the Oxnard School District (the “District”), within Ventura County need to be constructed to support full day preschool instruction; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California under the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program for Driffill Elementary; and

WHEREAS, the School Board acknowledges that a matching share may be required for the projects and that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding; and

WHEREAS, preschool is of importance to the District to improve the educational program, provide more time for the teacher to get to know each child, encourage children's maximum social, emotional, physical, and academic growth, address transportation issues related to district bus schedules, and address parental/guardian needs for child care; and

WHEREAS, the School Board supports full-day preschool instruction. The District intends to offer Full Day Preschool as defined by Ed Code 8207; and

WHEREAS the existing preschool population is currently being housed in non-compliant classrooms according to the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program that stipulates the classroom size of 1,350 square feet; and

**BE IT RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, Inc. to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies connected to the Full-Day Preschool Facilities Program applications for Driffill Elementary; and funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this twentieth day of April 2022, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Robles-Solis:				
Clerk Lopez:				
Trustee Madrigal Lopez:				
Trustee Martinez:				
Trustee Cordes:				

\_\_\_\_\_  
 Veronica Robles-Solis  
 President of the Board of Trustees  
 Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on April 20, 2022.

\_\_\_\_\_  
 Jarely Lopez  
 Clerk of the Board of Trustees  
 Oxnard School District

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section D: Action Items

### **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 - Drifill Transitional Kindergarten Classrooms (Aguilera-Fort/Mitchell)**

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The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Drifill Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Resolution #21-30 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Transitional Kindergarten Classrooms, is presented herewith for the Board's consideration.

#### **FISCAL IMPACT:**

None at this time.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-30, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #21-30 Transitional Kinder Grant Program \(2 pages\)](#)

**RESOLUTION NO. 21-30**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
SUPPORTING PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY  
KINDERGARTEN FACILITIES GRANT PROGRAM**

WHEREAS, the Board of Trustees (“School Board”) has determined that school facilities within the Oxnard School District (the “District”), within Ventura County need to be constructed to support transitional kindergarten instruction; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California under the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program for Driffill Elementary; and

WHEREAS, the School Board acknowledges that a matching share may be required for the projects and that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding; and

WHEREAS, transitional kindergarten is of importance to the District to improve the educational program, provide more time for the teacher to get to know each child, encourage children's maximum social, emotional, physical, and academic growth, address transportation issues related to district bus schedules, and address parental/guardian needs for child care; and

WHEREAS, the School Board supports full-day transitional kindergarten instruction. The District intends to offer Transitional Kindergarten as defined by Ed Code 8973; and

WHEREAS the District has implemented transitional kindergarten programs at District schools however lacks facilities to fully accommodate transitional kindergarten and has housed students in non-kindergarten facilities and additional kindergarten facilities are needed.

**BE IT RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, Inc. to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies connected to the Transitional Kindergarten Facilities Program applications for Driffill Elementary; and funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this twentieth day of April 2022, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Robles-Solis:				
Clerk Lopez:				
Trustee Madrigal Lopez:				
Trustee Martinez:				
Trustee Cordes:				

\_\_\_\_\_  
 Veronica Robles-Solis  
 President of the Board of Trustees  
 Oxnard School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on April 20, 2022.

\_\_\_\_\_  
 Jarely Lopez  
 Clerk of the Board of Trustees  
 Oxnard School District

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section D: Action Items

### **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 - Driffill Kindergarten Classrooms (Aguilera-Fort/Mitchell)**

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The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Driffill Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Resolution #21-31 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Kindergarten Classrooms, is presented herewith for the Board's consideration.

#### **FISCAL IMPACT:**

None at this time.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #21-31, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #21-31 Kinder Grant Program \(2 pages\)](#)

**RESOLUTION NO. 21-31**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT  
SUPPORTING PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY  
KINDERGARTEN FACILITIES GRANT PROGRAM**

WHEREAS, the Board of Trustees (“School Board”) has determined that school facilities within the Oxnard School District (the “District”), within Ventura County need to be constructed to support full day kindergarten instruction; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California under the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program for Driffill Elementary; and

WHEREAS, the School Board acknowledges that a matching share may be required for the projects and that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding; and

WHEREAS, full day kindergarten is of importance to the District to improve the educational program, provide more time for the teacher to get to know each child, encourage children's maximum social, emotional, physical, and academic growth, address transportation issues related to district bus schedules, and address parental/guardian needs for child care; and

WHEREAS, the School Board supports full-day kindergarten instruction. The District intends to offer Full Day Kindergarten as defined by Ed Code 8973; and

WHEREAS the District has implemented full day kindergarten programs at District schools however lacks facilities to fully accommodate full day kindergarten and has housed students in non-kindergarten facilities and additional kindergarten facilities are needed.

**BE IT RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, Inc. to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies connected to the Full Day Kindergarten Facilities Program applications for Driffill Elementary; and funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Oxnard School District on this twentieth day of April 2022, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Robles-Solis:				
Clerk Lopez:				
Trustee Madrigal Lopez:				
Trustee Martinez:				
Trustee Cordes:				

---

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

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on April 20, 2022.

---

Jarely Lopez  
 Clerk of the Board of Trustees  
 Oxnard School District

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section E: Approval of Minutes

### **Approval of Minutes (Aguilera-Fort)**

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

- June 23, 2021 Regular Meeting
- August 4, 2021 Regular Meeting
- August 11, 2021 Special Board Meeting
- August 21, 2021 Special Board Meeting
- August 25, 2021 Regular Board Meeting
- September 8, 2021 Regular Board Meeting
- September 22, 2021 Regular Board Meeting

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

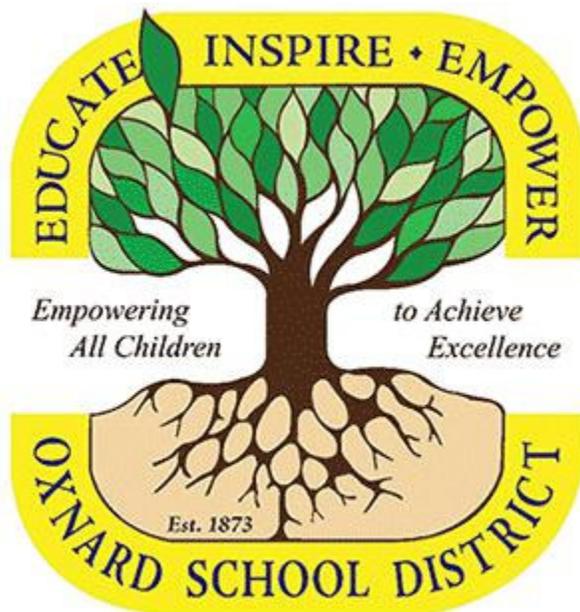
It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

### **ADDITIONAL MATERIALS:**

- Attached:** [Minutes June 23 2021 Regular Board Meeting \(18 pages\)](#)  
[Minutes August 4 2021 Regular Board Meeting \(18 pages\)](#)  
[Minutes August 11 2021 Special Board Meeting \(5 pages\)](#)  
[Minutes August 21 2021 Special Board Meeting \(4 pages\)](#)  
[Minutes August 25 2021 Regular Board Meeting \(12 pages\)](#)  
[Minutes September 8 2021 Regular Board Meeting \(9 pages\)](#)  
[Minutes September 22 2021 Regular Board Meeting \(10 pages\)](#)

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES

### REGULAR BOARD MEETING Wednesday, June 23, 2021

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

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

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:  
Please click this URL to join. <https://zoom.oxnardsd.org>

#### Or join by phone:

Dial (for higher quality, dial a number based on your current location)  
US: +1 669 900 6833  
Webinar ID: 843 5880 0581

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

## **Section A: PRELIMINARY**

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

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

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

### **A.2. Pledge of Allegiance to the Flag**

Jocelyn Leon, 5th grade student at Lemonwood School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Nethzary Villa, 8th grade student at Lemonwood School, read the district's Mission and Vision Statement in English. Kamilah Marie Alatorre, 5th grade student at Lemonwood School, read the district's Mission and Vision Statement in Spanish.

### **A.4. Presentation by Lemonwood School**

Ms. Allison Cordes, Principal, provided a presentation about Kamala School.

### **A.5. Adoption of Agenda (Superintendent)**

Amendments to the agenda:

- Item C.9 "Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)" contains a funding source of "ESSRA" funds which needs to be corrected to "ESSER".
- Item C.36 "Approval of Agreement #21-27, CAFE Project 2Inspire (DeGenna/Ruvalcaba)" was moved to Action Item D.5 at the Board's request.
- Item C.53 "Approval of Agreement #21-44 - Flewelling & Moody, Inc. (Quinto/Miller)" was moved to Action Item D.8 at the Board's request.
- Item C.54 "Approval of Agreement #21-45 - School Services of California (Quinto)" was moved to Action Item D.6 at the Board's request.
- Item C.60 "Ratification of Agreement/MOU #20-178, Oxnard Union High School District (DeGenna/Shea)" was moved to Action Item D.7 at the Board's request.

Motion #20-128 Adoption of Agenda as Amended

Mover: Jarely Lopez

Secunder: Katalina Martinez

Moved To: Adopt as Amended

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

Motion Result: Passed

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

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

There were no comments.

**A.7. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment

o Assistant Principal

- Public Employee Evaluation

o Continuation of District Superintendent's Evaluation

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

The Board reconvened to open session at 7:09 p.m.

**A.9. Report Out of Closed Session**

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

Motion #20-129 Appointment of Christopher Ing, Elizabeth Montaña, and Jan-Erik Sand as Assistant Principals

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Appoint

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

Nays: 1 - Katalina Martinez

Motion Result: Passed

Motion #20-130 Appointment of Anna Belitski as Assistant Principal

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

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

Nays: 1 - Veronica Robles-Solis

Motion Result: Passed

Motion #20-131 Approval of Extension of Superintendent's Employment Agreement for Additional Two Years

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

**A.10. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)**

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

- Brian Blevins, Principal
- Elva Gonzales-Nares, Principal
- Erika Ragan, Principal

**A.11. Recognition of Retirees (Aguilera-Fort)**

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

CERTIFICATED

Martha Barrett

Lisa Contreras

Pamela Cwiklo

Suzanne Dempsey

Wendy Garner

Rose Gonzales

Emily Hilpert

Joan Hoskins

Michael Hunt

Rose LeDonne

Margarita Llanes

Nena Lucero

Diane MacIntyre

Kerry Ann Magner-Varela

Emilie Martin

Shelley Penner

Juliana Rivera Moreno

Nancy Rodriguez

CLASSIFIED

Lyle Connor

John Cooper

Carlos Delgado

Leonida Fierro

Ricardo Fierro

Lydia Frontuto

Rosa Garcia

Steven Grajeda

Olivia Gutierrez

Maria Hernandez

Laurie Holland

Susan Littell

Irma Lopez

Melvina Miller

Vonna Moody

Yen Kim Nguyen

Steven Pierce

Maria Rivera

Michael Stalvey  
Derek Turner  
Esther Vargas  
Allison Wilder

Mario Ruiz  
Susana Ultreras  
Esther Yrigoyen Hong

**A.12. Presentation of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Quinto/CFW)**

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, introduced Mr. Emilio Flores of Caldwell Flores Winters, Inc., who presented information regarding the June 2021 Semi-Annual Implementation Program Update and explained that this item would be presented for the Board's consideration at the August 4, 2021 Regular Board Meeting.

**Section B: PUBLIC COMMENT/HEARINGS**

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

There were no comments.

**Section C: CONSENT AGENDA**

The consent agenda was adopted as presented.

Motion #20-132 Adoption of Consent Agenda as Presented

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

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

Nays: 1 - Veronica Robles-Solis

Motion Result: Passed

**C.1. Certification of Signatures (Quinto)**

As presented.

**C.2. Selection of Vendors for Child Nutrition Program (Quinto/Lugotoff)**

As presented.

**C.3. Enrollment Report (Quinto)**

As presented.

**C.4. Purchase Order/Draft Payment Report #20-09 (Quinto/Franz)**

As presented.

**C.5. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2021-2022 (Quinto/Franz)**

As presented.

**C.6. Approval of Destruction of Records (Quinto/Franz)**

As presented.

**C.7. Approval of Updated Triennial Ventura County Plan for Expelled Students, June 2021-2024 (DeGenna/Nocero)**

As presented.

**C.8. Personnel Actions (Torres/Batista/Nair)**

As presented.

**C.9. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

Approved with the correction of funding source from "ESSRA" to "ESSER".

**C.10. Approval of New Classification and Job Duties for MEP Maintenance and Energy Programs Manager (Torres/Nair)**

As presented.

**C.11. Approval of New Classification and Job Duties for Administrative Assistant to Director, Certificated Human Resources (Torres/Nair)**

As presented.

**C.12. Approval of Maintenance Manager Salary Reallocation (Torres/Nair)**

As presented.

**C.13. Approval of Goals for Oxnard School District Strategic Plan (Aguilera-Fort)**

As presented.

**Section C: APPROVAL OF AGREEMENTS**

**C.14. Approval of Amendment #3 to Agreement #18-01 Pupil Transportation Services for the 2021-2022 School Year with Durham School Services, L.P. (Quinto/Briscoe)**

For transportation services for fiscal year 2021-2022, in the amount of \$4,091,369.82, to be paid out of the General fund.

**C.15. Approval of Amendment #1 to Agreement #19-01 – Tyler Technologies Inc. (Quinto/Briscoe)**

To extend the agreement term for a hosted Pupil Transportation Data Management System, Traversa Core, to June 30, 2023 and add an Electronic Rollout Sheet, ensuring all vehicle and driver information is accurate and up to date for Traversa Ride 360, for an increase of \$5,742.50 over the added two-year term, to be paid out of the General fund.

**C.16. Approval of Agreement #20-177 – Art Trek Inc. (DeGenna/Shea)**

To provide three components of Summer Camp: staff to lead lessons in the afternoons, pocket projects for grades 3-8, and activities for primary students in grades 1 and 2, June 24, 2021 through July 31, 2021, in the amount not to exceed \$171,940.00, to be paid out of ASES funds.

**C.17. Approval of Agreement #20-179 – Latino Film Institute Youth Cinema Project (DeGenna/Shea)**

To work with middle school students during the summer program to create public service announcements, June 24, 2021 through July 30, 2021, in the amount of \$35,000.00, to be paid out of Title 1 funds.

**C.18. Award of Formal Bid #20-01 and Approval of Agreement #20-180 for Roofing Project 2021– Frank & Fremont (Quinto/Miller)**

For Roofing Project 2021 – Frank & Fremont, Agreement #20-180 with Eberhard Energy Systems, in the amount of \$418,858.00, to be paid out of Deferred Maintenance funds.

**C.19. Award of Formal Bid #20-02 and Approval of Agreement #20-181 for Asphalt Paving Project 2021– Frank, Lopez & McAuliffe (Quinto/Miller)**

For Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, with Quality Paving, in the amount of \$367,274.00, to be paid out of Deferred Maintenance funds.

**C.20. Approval of Agreement #21-03 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Quinto/Lugotoff)**

For the purpose of supplying breakfast and lunch meals for VCOE's program at Foster School, July 1, 2021 through June 30, 2022; the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

**C.21. Approval of Agreement #21-04 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Quinto/Lugotoff)**

For the purpose of supplying breakfast and lunch meals for VCOE's program at Dwire School, July 1, 2021 through June 30, 2022; the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

**C.22. Approval of Agreement #21-05 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Quinto/Lugotoff)**

For the purpose of supplying breakfast, lunch and snacks to CAPSLO's preschool program at Harrington School, July 1, 2021 through June 30, 2022; CAPSLO will reimburse the District for the cost of the meals and snacks provided.

**C.23. Approval of Agreement #21-06 with Child Development Resources of Ventura County,**

**Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Quinto/Lugotoff)**

For the purpose of supplying breakfast and lunch meals to CDR's Head Start programs at Sierra Linda and Harrington Schools, July 1, 2021 to June 30, 2022; the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

**C.24. Approval of Agreement/MOU #21-14, Ventura Unified School District (DeGenna)**

To continue to provide services for 15 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2021-22 school year, in the amount of \$4,167.75 (matching funds) to be paid out of Title 1 funds.

**C.25. Approval of Agreement/MOU #21-15 – Tutorific (DeGenna/Fox)**

To provide tutoring for McKinney-Vento & Foster students to improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math, September 1, 2021 through June 15, 2022, in the amount of \$269,120.00, to be paid out of ESSER Funds.

**C.26. Approval of Agreement #21-16 - Ventura County Office of Education/SELPA (DeGenna/Nocero)**

To provide Social/Emotional Specialist services to general education Oxnard School District students during the 2021-2022 school year, September 1, 2021 through July 31, 2022, in the amount of \$17,280.00, to be paid out of MAA funds.

**C.27. Approval of Agreement #21-17 - Diane Turini-Mize, LMFT, SEP (DeGenna/Nocero)**

To assess and treat students whose inappropriate school behavior affects his/her classroom learning and provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten through 8th grade, August 24, 2021 through June 30, 2022, in the amount not to exceed \$92,000.00, to be paid out of MAA Funds.

**C.28. Approval of Agreement #21-18, CSBA's Practi-Cal Inc. (DeGenna/Jefferson)**

To provide technical support for the collection and submission of direct service Medi-Cal billing, July 1, 2021 through June 30, 2024, in the amount not to exceed \$140,639.64, to be paid out of LEA Medi-Cal funds.

**C.29. Approval of Agreement/MOU #21-19 – Tutorific (DeGenna/Fox)**

To provide tutoring for Newcomer students entering the DLI program to improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math, August 1, 2021 through June 17, 2022, in the amount of \$49,880.00, to be paid out of Title III funds.

**C.30. Approval of Agreement #21-20 – Center for Teaching for Biliteracy (DeGenna/Fox)**

To provide “Virtual” professional development in the area of the Dual Language Program, August 24, 2021 through June 30, 2022, in the amount not to exceed \$87,200.00, to be paid out of Supplemental/Concentration Funds.

- C.31. Approval of Agreement #21-21 – Heinemann (DeGenna/Fox)**  
To provide In-Person Professional Development to the Literacy Specialists, July 1, 2021 through June 30, 2022, in the amount of \$16,800.00, to be paid out of Title 1 funds.
- C.32. Approval of Agreement/MOU #21-23 – Tutorific (DeGenna/Ruvalcaba)**  
To provide tutoring services to 5th grade Long Term English Learners (LTEL's) with an overall ELPAC score of a "1" to improve their English language skills, July 1, 2021 through August 22, 2021, in the amount not to exceed \$100,000.00, to be paid out of Title III funds.
- C.33. Approval of Agreement #21-24, LingPerfect Translations, Inc. (DeGenna/Ruvalcaba)**  
To provide over-the-phone Translation/Interpreting services as needed, July 1, 2021 – June 30, 2022, in the amount not to exceed \$3,000.00, to be paid out of Title 1 Funds.
- C.34. Approval of Agreement #21-25, American Language Services (DeGenna/Ruvalcaba)**  
To provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings, July 1, 2021 through June 30, 2022, in the amount not to exceed \$14,000.00, to be paid out of Title 1 funds.
- C.35. Request for Approval of Renewal Agreement #21-26 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (Quinto/Miller)**  
For Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot, July 1, 2021 through June 30, 2022; Vallarta agrees to pay the District a yearly fee of \$26,305.53.
- C.36. Approval of Agreement #21-27, CABE Project 2Inspire (DeGenna/Ruvalcaba)**  
*Moved to Action Item D.5*
- C.37. Approval of Agreement/MOU #21-28 – Oxnard Adult School, Oxnard Union High School District (DeGenna/Ruvalcaba)**  
To provide Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes, July 1, 2021 through August 22, 2021, in the amount of \$8,000.00 (for materials & supplies), to be paid out of Title III funds.
- C.38. Approval of Agreement/MOU #21-29 – Butte County Office of Education/California Mini-Corps (Torres/Batista)**  
To provide Migrant students in the district with tutoring services, July 1, 2021 through June 30, 2023, at no cost to Oxnard School District.
- C.39. Approval of Agreement #21-30, Illuminate Education (DeGenna/Thomas)**  
For DnA, eduCLIMBER and Achievement Dashboard products as part of a Student Data Management System to be used at the site and district levels to monitor student progress through assessment data, January 1, 2021 through June 30, 2024, for a three-year total of \$629,014.69, to be paid out of Supplemental/Concentration Funds.

- C.40. Approval of Agreement #21-31, Ellevation Education (DeGenna/Ruvalcaba)**  
To provide online professional development on Ellevation Academy services to teachers in the Oxnard School District, September 1, 2021 through August 31, 2022, in the amount not to exceed \$2,500.00, to be paid out of Title 1 funds.
- C.41. Approval of Agreement #21-32 – Pacific Oaks College (Torres/Batista)**  
To allow students from Pacific Oaks College to obtain suitable field learning experience through directed teaching experience, August 1, 2021 through July 31, 2024, at no cost to Oxnard School District.
- C.42. Approval of Agreement #21-33 –All Languages Interpreting & Translating (Aguilera-Fort)**  
To provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2021 through June 30, 2022, in the amount not to exceed \$15,000.00, to be paid out of the General Fund.
- C.43. Approval of Agreement #21-34 – Alliant International University Inc. (Torres/Batista)**  
To allow students from Alliant International University Inc. to obtain suitable clinical experience through supervised teaching to students enrolled in psychology, school counselor, or teaching programs, July 1, 2021 through June 30, 2024, at no cost to Oxnard School District.
- C.44. Approval of Agreement #21-35 – Pepperdine University (Quinto/Lugotoff)**  
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 interns can complete the required curriculum, September 1, 2021 - June 30, 2022, at no cost to Oxnard School District.
- C.45. Approval of Agreement #21-36 – FoodCorps Inc. (Quinto/Lugotoff)**  
To acquire a new service member that will work at designated school service sites to implement District-designated healthy school culture initiatives in the areas of food waste reduction, garden education, and nutrition education, August 9, 2021 through July 8, 2022, in the amount not to exceed \$7,500.00, to be paid out of CNS funds.
- C.46. Approval of Agreement #21-37, Frog Environmental Inc. (Quinto/Briscoe)**  
To perform the required Annual Comprehensive Facility Compliance Evaluation (ACFCE) of the district's Transportation facility, during the 2021-2022 fiscal year, in the amount not to exceed \$6,000.00, to be paid out of the General Fund.
- C.47. Approval of Agreement #21-38 – ALC Schools, LLC (Quinto/Briscoe)**  
To supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school, as needed, July 1, 2021 through June 30, 2022, in the amount not to exceed \$150,000.00, to be paid out of the General Fund.

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

**C.48. Approval of Agreement #21-39 – Super Co-Op (Quinto/Lugotoff)**

For the San Mateo-Foster City School District (Lead Agency) to be assigned control of the Members Districts' fair share of USDA Foods entitlement and manage the required paperwork related to: receiving, storage, maintaining inventory, and USDA compliance of policies and procedures related to USDA commodities, July 1, 2021 through June 30, 2022, at an estimated cost of \$9,435.00, to be paid out of CNS Funds.

**C.49. Approval of Agreement #21-40 – Advanced Workplace Strategies Inc. (Quinto/Briscoe)**

To implement and administer a comprehensive Anti-Drug and Alcohol Program for Non-DOT District employees, July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,000.00, to be paid out of the General Fund.

**C.50. Approval of Agreement #21-41, Solution Tree Inc. (DeGenna/Carroll)**

To provide a 2-day Professional Learning Communities (PLC) training for teaching staff at Lopez Academy. The training will provide a broad overview of PLC and set the foundation for creating collaborative PLC teams for all teachers, August 9, 2021 through August 10, 2021, in the amount not to exceed \$13,000.00, to be paid out of ESSA/CSI funds.

**C.51. Approval of Agreement #21-42 – Cooperative Strategies, LLC (Quinto)**

To prepare Residential and Commercial/Industrial Development School Fee Justification Studies for Oxnard School District, July 1, 2021 through June 30, 2026, in the amount of \$6,200.00, every other year, for a total of \$18,600.00, to be paid out of the Developer Fees fund.

**C.52. Approval of Agreement #21-43 – Ventura County Office of Education (DeGenna/Ruvalcaba)**

To reimburse Oxnard School District for all supplementary services provided to eligible migrant students and/or eligible parents/guardians eligible to receive services as previously agreed and approved by VCOE Region 17.

**C.53. Approval of Agreement #21-44 – Flewelling & Moody, Inc. (Quinto/Miller)**

*Moved to Action Item D.8*

**C.54. Approval of Agreement #21-45, School Services of California (Quinto)**

*Moved to Action Item D.6*

**C.55. Approval of Field Contract #FC-P21-03695 – Economos Painting (Quinto/Miller)**

For Kamala P2P Downstairs Hallway Painting, in the amount of \$8,541.00, to be paid out of Deferred Maintenance funds.

**C.56. Approval of Field Contract #FC-P21-03696 – Sam Hill & Sons Inc. (Quinto/Miller)**

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

For concrete replacement at Fremont School, in the amount of \$51,500.00, to be paid out of Deferred Maintenance Funds.

**C.57. Approval of Agreement #21-64, Beyond Equity in Education LLC (DeGenna)**

To work with teachers in cohorts to begin to set the context for a breadth of equity and social justice topics. Administrators and the Board of Trustees will also be provided with workshops on creating successful equity initiatives that center on social justice in the Oxnard schools and throughout the District, July 1, 2021 through June 30, 2022, in the amount of \$67,500.00, to be paid out of Supplemental/Concentration Funds.

**Section C: RATIFICATION OF AGREEMENTS**

**C.58. Ratification of Amendment #1 to Agreement #20-32 –All Languages Interpreting & Translating (Aguilera-Fort)**

To adjust the total expected cost for providing simultaneous translation (English/Spanish) at Board meetings through the end of the 2020-2021 fiscal year, in the amount of \$2,100.00, to be paid out of the General Fund.

**C.59. Ratification of Agreement #20-171 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducators (SCPs) services for students SC102507, MA102113, and IR033009, during the 2020-2021 school year, including Extended School Year, in the amount not to exceed \$21,665.65, to be paid out of Special Education funds.

**C.60. Ratification of Agreement/MOU #20-178, Oxnard Union High School District (DeGenna/Shea)**

*Moved to Action Item D.7*

**C.61. Ratification of Amendment #1 to Agreement #20-52 – Children’s Therapy Network (DeGenna/Jefferson)**

For supplemental staffing services, to increase the number of Special Education students receiving services and/or being assessed for the 2020-2021 school year, including Extended School Year, in the amount of \$12,500.00, to be paid out of Special Education funds.

**C.62. Ratification of Amendment #1 to Agreement #20-62 – Children’s Therapy Network (DeGenna/Jefferson)**

For supplemental staffing services, to increase the number of private school students receiving services and/or being assessed for the 2020-2021 school year, including Extended School Year, in the amount of \$10,000.00, to be paid out of Special Education funds.

**Section D: ACTION ITEMS**

**D.1. Approval of Oxnard School District 2021-22 Local Control Accountability Plan (LCAP) (DeGenna)**

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the Oxnard School District 2021-22 Local Control Accountability Plan (LCAP) for the Board's consideration.

Motion #20-133 Approval of Oxnard School District 2021-22 Local Control Accountability Plan (LCAP)

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

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

Motion Result: Passed

**D.2. Adoption of Oxnard School District 2021/22 Budget and Educational Protection Account (Quinto/Crandall Plasencia)**

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, and Mrs. Mary Crandall Plasencia, Director of Finance, presented the Oxnard School District 2021-22 Budget and Educational Protection Account for the Board's consideration.

Motion #20-134 Approval of Oxnard School District 2021-22 Budget and Educational Protection Account

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 3 - Katalina Martinez, Jarely Lopez, Debra Cordes

Nays: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

**D.3. Approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Yadira Alferes (Torres/Batista)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Yadira Alferes.

Motion #20-135 Approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Yadira Alferes

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

**D.4. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Christina Harold (Torres/Batista)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Christina Harold.

Motion #20-136 Approval of Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Christina Harold

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

**D.5. Approval of Agreement #21-27, CAFE Project 2Inspire (DeGenna/Ruvalcaba)**

*Moved from Consent Item C.36*

To provide a CAFE trained parent specialist to teach Parent Leadership classes, July 1, 2021 through June 30, 2022, in the amount not to exceed \$20,500.00, to be paid out of Title III funds.

Motion #20-137 Approval of Agreement #21-27, CAFE Project 2Inspire

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

**D.6. Approval of Agreement #21-45, School Services of California (Quinto)**

*Moved from Consent Item C.54*

To provide in-person bi-monthly updates with the full cabinet or any subset, Board presentations, providing a third-party interpretation of major happenings in Sacramento, weekly summaries of relevant issues, and expanded presentations during annual budgetary and planning milestones, July 1, 2021 through June 30, 2022, in the amount not to exceed \$2,000.00 per month, to be paid out of the General Fund.

Motion #20-138 Approval of Agreement #21-45, School Services of California

Mover: Jarely Lopez

Seconder: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

**D.7. Ratification of Agreement/MOU #20-178, Oxnard Union High School District (DeGenna/Shea)**

*Moved from Consent Item C.60*

As Oxnard School District's commitment to work with OUHSD to educate 7th and 8th grade students in career pathways they may explore in high school to be college and career ready, January 1, 2021 through June 1, 2023, Oxnard School District to receive funding in the amount of \$138,525.00.

Motion #20-139 Ratification of Agreement/MOU #20-178, Oxnard Union High School District

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Ratify

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

Motion Result: Passed

**D.8. Approval of Agreement #21-44 – Flewelling & Moody, Inc. (Quinto/Miller)**

*Moved from Consent Item C.53*

To provide architectural, planning and engineering services to the Facilities Department for future maintenance projects, July 1, 2021 through June 30, 2022, in the amount not to exceed \$100,000.00 to be paid out of the General fund.

Motion #20-140 Approval of Agreement #21-44 – Flewelling & Moody, Inc.

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

**Section F: BOARD POLICIES**

**F.1. First Reading – Revisions to BP 3100 – Budget (Quinto)**

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, presented the revisions to BP 3100 - Budget for First Reading. The revised policy will be presented to the Board for Second Reading and Adoption at their August 4, 2021 Regular Meeting.

**Section G: CONCLUSION**

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

Dr. Aguilera-Fort

- Juneteenth
- Promotions
- African American Parent Steering Committee
- Superintendent Fellows
- Harrington Librarian - B. Ruckstuhl
- Current students in Oxnard College courses
- collaboration - continue making best effort

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

Monica Madrigal Lopez

- thank you to 5 Principals she visited: Andres Duran, Richard Caldwell, Bertha Anguiano, Pablo Ordaz and Rosaura Castellanos
- thank you to Harrington librarian
- attended Chavez, Frank & Soria promotions; thank you to PTA for organizing
- shout out to niece Makayla that graduated from 8th
- congratulations to all seniors
- as we start new school year, need to consider the mental health of students and staff; in order for students to succeed in the classroom, they must be emotionally cared for
- requested list of students that received Seal of Biliteracy
- requested Board meeting minutes

Jarely Lopez

- enjoy July break
- promotions were great
- thank you to everyone

Katalina Martinez

- thank you to Lemonwood for presentation
- congratulations to new Principals
- thank you to retirees
- congratulations to students that promoted

Veronica Robles-Solis

- found it difficult to approve the item re: more tables; wants to use those funds for more support for our students
- need to make sure to support students and staff in August
- thank you and congratulations to retirees
- congratulations to all students that promoted last week

Debra Cordes

- thank you to all for hard work - long meeting, but it is important for parents to know how their funds are being spent
- congratulations to 8th graders and high school students
- we all need to keep giving the best we can during COVID
- thank you to retirees

**G.3. ADJOURNMENT**

President Cordes adjourned the meeting at 10:55 p.m.

Motion to adjourn.

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20th day of April, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 23, 2021, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

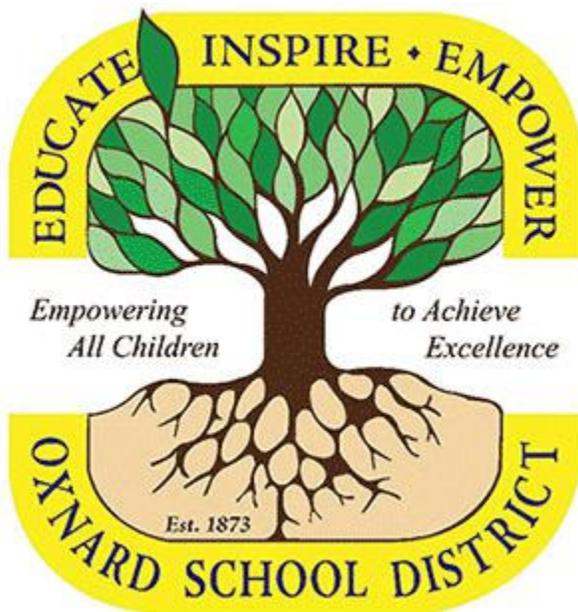
\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

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

## **ADMINISTRATION**

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

## MINUTES

### REGULAR BOARD MEETING

Wednesday, August 4, 2021

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

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

#### Or join by phone:

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

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Webinar ID: 862 9725 8129

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

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

## Section A: PRELIMINARY

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

President Cordes called the meeting to order at 5:08 p.m.

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

### A.2. Pledge of Allegiance to the Flag

Kiya Luney, 8th grade student at Marshall School, led the audience in the Pledge of Allegiance.

### A.3. District's Vision and Mission Statement

Kiya Luney, 8th grade student at Marshall School, and Leilagi Tuitama, 8th grade student at Fremont School, read the district's Mission and Vision Statement in English. Mrs. Noemi Valdes, Director, Early Childhood Education, read the district's Mission and Vision Statement in Spanish.

### A.4. Presentation on Summer Programs

Dr. Ginger Shea, Director, Enrichment & Special Programs, provided a presentation regarding the district's Summer Programs.

### A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item C.9 "Establish/Abolish/Reduce Hours of Positions (Torres/Nair)" was moved to Action Item D.5 at the Board's request.

Motion #21-01 Adoption of Agenda as Amended

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adopt as Amended

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

Motion Result: Passed

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

- Ilene Poland re: salary increase for Superintendent; negotiations & third party neutral facilitator; COVID pay; salary & wages
- John Avalos re: COVID funds -invest in educating employees for the long term

- Brae Maher re: "our body, our choice"
- Martin Maher re: anti-masks and vaccines
- Halla Maher re: anti-masks and vaccines
- Brodie Brae re: anti-masks and vaccines
- Christine Sefein re: anti-masks and vaccines
- Mary Boston re: anti-masks and vaccines
- Amanda Lewis re: masks should be a choice
- Holly Hayes-Rey re: anti-masks and vaccines
- Greg Brogdon re: anti-masks and vaccines
- Jamie Amburgey re: anti-masks and vaccines

#### **A.7. Closed Session**

The Board convened to closed session at 6:11 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- OAH Case #2021050064
- OAH Case #2021050274
- OAH Case #2021050513
- OAH Case #2021050672

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
  - o Principal
- Public Employee Evaluation
  - o Assistant Superintendent, Business & Fiscal Services
  - o Assistant Superintendent, Educational Services
  - o Assistant Superintendent, Human Resources

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

The Board reconvened to open session at 7:24 p.m.

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

**A.9. Report Out of Closed Session**

President Cordes reported that the Board would be going back into closed session at the end of the meeting.

**A.10. Report on Independent Study Information (DeGenna/Nocero)**

Dr. Ana De Genna, Assistant Superintendent, Educational Services, introduced Dr. Jodi Nocero, Director of Pupil Services, who presented a brief overview of the OSD Independent Study program as per the requirements of AB/SB 130 that was signed by the Governor on July 9, 2021.

**Section B: PUBLIC COMMENT/HEARINGS**

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

- Brooke Schiffman re: anti-masks and vaccines
- Denise Pedro re: anti-masks and vaccines
- Jeff re: censorship and critical thinking
- Ashley re: anti-masks and vaccines
- Pam Raglin re: anti-masks and vaccines
- Jennifer Carranza re: anti-masks and vaccines; against sex education in school

**Section C: CONSENT AGENDA**

The consent agenda was approved as amended.

Motion #21-04 Approval of Consent Agenda as Amended

Mover: Veronica Robles-Solis

Seconder: Katalina Martinez

Moved To: Approve as Amended

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

Motion Result: Passed

**C.1. Ratification of Resolution #21-01 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)**

As presented.

**C.2. Enrollment Report (Quinto)**

As presented.

**C.3. Purchase Order/Draft Payment Report #21-01 (Quinto/Franz)**

As presented.

**C.4. Selection of Vendor for Child Nutrition Program (Quinto/Lugotoff)**

As presented.

- C.5. Approval and Adoption of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Quinto/CFW)**  
As presented.
- C.6. Approval of the 2020-21 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)**  
As presented.
- C.7. Approval of Change in Substitute Teacher Pay Rate (Torres/Batista)**  
As presented.
- C.8. Personnel Actions (Torres/Batista/Nair)**  
As presented.
- C.9. Establish/Abolish/Reduce Hours of Positions (Torres/Nair)**  
*Moved to Action Item D.5 at the Board's request.*

### **Section C: APPROVAL OF AGREEMENTS**

- C.10. Approval of Agreement #21-46 – Sherman Garnett & Associates (DeGenna)**  
To provide a workshop to Office Managers and Attendance Technicians on the process of Student Record keeping, in the amount of \$3,000.00, to be paid out of Title II funds.
- C.11. Approval of Agreement #21-52 – Insight Neuropsychology (DeGenna/Jefferson)**  
To provide Independent Education Evaluator Services to the Special Education Services Department to complete psychoeducational evaluations, August 24, 2021 through June 30, 2022, in the amount not to exceed \$30,000.00, to be paid out of Special Education Funds.
- C.12. Approval of Agreement #21-53 – Olivera Psychological and Educational Consulting Services (DeGenna/Jefferson)**  
To provide Independent Evaluator Services for the Special Education Services Department, August 24, 2021 through June 30, 2022, in the amount not to exceed \$30,000.00 (\$5,000.00 per student referral), to be paid out of Special Education Funds.
- C.13. Approval of Agreement #21-54 with Dr. Felicia J. Lew, OD (DeGenna/Jefferson)**  
To provide Independent Education Evaluator Services to the Special Education Services Department to complete evaluations and optometry support services, August 24, 2021 through June 30, 2022, in the amount not to exceed \$5,400.00, to be paid out of Special Education Funds.

- C.14. Approval of Agreement #21-57 – Tawanda L. Pullen, Ph.D. (DeGenna/Jefferson)**  
To provide Independent Education Evaluator Services for the Special Education Services Department to complete psychoeducational evaluations, August 24, 2021 through June 30, 2022, in the amount of \$10,000.00, to be paid out of Special Education Funds.
- C.15. Approval of Agreement #21-59 – Neuropsychology Partners (DeGenna/Jefferson)**  
To provide Independent Education Evaluator Services for the Special Education Services Department to complete psychoeducational evaluations, August 24, 2021 through June 30, 2022, in the amount of \$5,000.00, to be paid out of Special Education Funds.
- C.16. Approval of Agreement #21-61 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)**  
To provide Independent Education Evaluator Services to the Special Education Services Department to complete evaluations, August 24, 2021 through June 30, 2022, in the amount not to exceed \$12,000.00, to be paid out of Special Education Funds.
- C.17. Approval of Agreement #21-63 – Heinemann (DeGenna/Fox)**  
To provide 4 days of In-Person Professional Development for teachers and administrators on The Fountas & Pinnell Literacy Continuum, in the amount of \$105,000.00, to be paid from Expanded Learning Opportunity Funds.
- C.18. Approval of Agreement/MOU #21-65 – Livingston Memorial Visiting Nurses Association (DeGenna/Nocero)**  
To provide grief and bereavement services for OSD students, families, and staff, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.
- C.19. Approval of Agreement/MOU #21-66, County of Ventura (DeGenna/Nocero)**  
To provide representation at meetings convened by the Oxnard School District (OSD) to review program, conduct teen pregnancy prevention workshops at identified sites throughout OSD, provide nursing consultation to OSD staff and collaborative partners, and facilitate and advocate for the delivery of appropriate services to meet the health needs of the client, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.
- C.20. Approval of Agreement/MOU #21-67 – Interface Children and Family Services (DeGenna/Nocero)**  
To provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services, August 18, 2021 through June 30, 2022, at no cost to Oxnard School District.
- C.21. Approval of Agreement/MOU #21-68 – School on Wheels, Inc. (DeGenna/Nocero)**  
To provide one-on-one tutoring to homeless students, August 5, 2021 – June 30, 2022, at no cost to Oxnard School District.

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- C.22. Approval of Agreement #21-69, PDAP of Ventura County Inc. (DeGenna/Nocero)**  
To provide an Addiction Treatment Counselor to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District, August 5, 2021 through June 30, 2022, in the amount not to exceed \$30,000.00, to be paid out of Title 1 funds.
- C.23. Approval of Agreement #21-70 - Action Preparedness Training (DeGenna/Nocero)**  
To provide CPR training and First Aid training to teachers and support staff as needed, August 5, 2021 through June 30, 2022, in the amount not to exceed \$4,500.00, to be paid out of the General Fund.
- C.24. Approval of Agreement/MOU #21-73, Children’s Resource Program/Ventura County Medical Resource Foundation (DeGenna/Nocero)**  
To provide health care regardless of access to health insurance or families’ ability to pay through doctors/physicians that volunteer their time and services, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.
- C.25. Approval of Agreement/MOU #21-74 – Forever Found Inc. (DeGenna/Nocero)**  
To provide trained facilitators to work in conjunction with Assistant Principals, Counselors, and Outreach Specialists to conduct training on Human Trafficking, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.
- C.26. Approval of Agreement/MOU #21-75 – Boys & Girls Clubs of Greater Oxnard and Port Hueneme (DeGenna/Nocero)**  
To present and share information about their programs and services at school sites to educate parents on services provided and how to obtain them, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.
- C.27. Approval of Agreement #21-76 – County of Ventura (DeGenna/Nocero)**  
To provide social workers that will be placed in communities that 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 and that will serve on the SARB board, August 12, 2021 through June 24, 2022, in the amount not to exceed \$133,552.00, to be paid out of MAA Funds.
- C.28. Approval of Agreement/MOU #21-77 – Kids & Families Together (DeGenna/Nocero)**  
To confirm roles, responsibilities, and collaboration between the Oxnard School District and K&FT, including the development and implementation of Community Coalitions focused on Kinship Families: families who are caring for related children and youth ages prenatal to five years old and their families, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District or to Oxnard School District families.

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**C.29. Approval of Agreement/MOU #21-78 – Assistance League of Ventura County - Operation School Bell (DeGenna/Nocero)**

To provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children, August 5, 2021 through June 30, 2023, at no cost to Oxnard School District.

**C.30. Approval of Agreement #21-82 – DreamBox Learning Inc. (DeGenna/Prater)**

To provide four (4) live 60-minute Professional Development webinars to support Tier II Math intervention, August 5, 2021 through January 8, 2022, in the amount not to exceed \$2,000.00, to be paid out of Title II funds.

**C.31. Approval of Agreement #21-83, Ventura County Public Health (DeGenna/Nocero)**

To provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person or through virtual platform, as VCPH staffing and program resources permit, August 5, 2021 through June 30, 2022, at no cost to Oxnard School District.

**C.32. Approval of Agreement/MOU #21-84 – The Coalition for Family Harmony (DeGenna/Nocero)**

To provide education groups on dating violence prevention to identified students at the Intermediate Schools, August 5, 2021 – June 30, 2022, at no cost to Oxnard School District.

**C.33. Approval of Agreement #21-85 – Clinicas Del Camino Real Inc. (DeGenna/Nocero)**

To provide dental preventative services to students in grades TK-8th in the Oxnard School District, August 5, 2021 – June 30, 2022, at no cost to Oxnard School District.

**C.34. Approval of Agreement #21-87 – Priority Nutrition Care LLC (Quinto/Lugotoff)**

To provide Priority Nutrition Care LLC 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, August 17, 2021 through June 30, 2022, at no cost to Oxnard School District.

**C.35. Approval of Agreement #21-89 – California School Management Group (Aguilera-Fort/Mitchell)**

To serve as the Oxnard School District's point of contact with Universal Service Administration Company (USAC), the FCC, and any other governmental agency or service provider that is necessary to facilitate the District's participation in the Emergency Connectivity Fund program, August 5, 2021-June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of the General Fund.

**Section C: RATIFICATION OF AGREEMENTS**

**C.36. Ratification of Amendment #1 to Agreement #20-24 – Haynes Education Center (DeGenna/Jefferson)**

To increase the number of students referred for support services through the remainder of the 2020-2021 academic school year, in the amount of \$75,000.00, to be paid out of Special Education Funds.

**C.37. Ratification of Amendment #1 to Agreement #20-53 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**

To adjust the final total cost to provide central auditory processing evaluations for the Special Education Services Department through the end of the 2020-21 fiscal year, in the amount not to exceed \$2,000.00, to be paid out of Special Education Funds.

**C.38. Ratification of Amendment #1 to Agreement #20-97 – Jo Boaler (DeGenna/Prater)**

To increase the number of students referred for support services through the remainder of the 2020-2021 academic school year, in the amount of \$75,000.00, to be paid out of Special Education Funds.

**C.39. Ratification of Addendum #1 to Agreement #20-103 - Ventura County Office of Education (DeGenna/Valdes)**

To participate in Quality Counts Ventura County (QCVC) and receive additional funding in the amount of \$2,600.00 over the previously Board-approved amount of \$43,800.00, for a total funding amount of \$46,400.00.

**C.40. Ratification of Amendment #1 to Agreement #20-171 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

To adjust the previous estimated cost for Paraeducator services for student #MA102113, in the amount not to exceed \$6,161.38, to be paid out of Special Education Funds.

**C.41. Ratification of Agreement #20-182 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

To provide exceptional services to special education students #EA061212, #JS040110, and #JV120313 that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year, in the amount not to exceed \$51,195.46, to be paid out of Special Education Funds.

**C.42. Ratification of Agreement #21-47 – Advanced Medical Personnel Services Inc. (DeGenna/Jefferson)**

To provide supplemental staffing to the Oxnard School District Special Education Services Department on an “as needed” basis for Speech Language Therapist, Occupational Therapist, Certificated Occupational Therapy Assistant, and Psychologist, July 1, 2021 through June 30, 2022, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

- C.43. Ratification of Agreement #21-48 – CompHealth Medical Staffing (DeGenna/Jefferson)**  
To provide temporary services to Oxnard School District students that may include direct and consultative services as needed from Physical Therapist, Speech Language Pathologist, and COTA/PT, July 1, 2021 through June 30, 2022, in the amount not to exceed \$240,000.00, to be paid out of Special Education Funds.
- C.44. Ratification of Agreement #21-49 – Children’s Therapy Network Inc. (DeGenna/Jefferson)**  
To provide supplemental staffing/services for Oxnard School District Special Education Students on an “as needed” basis for Speech Language Therapist, Physical Therapist, Occupational Therapist, Recreational Services, Licensed Assistant, Evaluations/Assessments, and Parent Education Classes, July 1, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of Special Education Funds.
- C.45. Ratification of Agreement #21-50 – Children’s Therapy Network Inc. (DeGenna/Jefferson)**  
To provide supplemental staffing for Private School Special Education Students on an “as needed” basis for Speech Language Therapist, July 1, 2021 through June 30, 2022, in the amount not to exceed \$15,000.00, to be paid out of Special Education Funds.
- C.46. Ratification of Agreement #21-51 – Auditory Processing Center of Pasadena (DeGenna/Jefferson)**  
To provide (central) auditory processing evaluations and training on CAPDOTS, including retest and IEP, for the Special Education Services Department, July 1, 2021 through June 30, 2022, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.
- C.47. Ratification of Agreement #21-55 – PRIDE Learning Co. (DeGenna/Jefferson)**  
To provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department, July 1, 2021 through June 30, 2022, in the amount of \$174,000.00, to be paid out of Special Education Funds.
- C.48. Ratification of Agreement #21-56 – Behavior Insights Inc. (DeGenna/Jefferson)**  
To provide Independent Educational Evaluator services to Oxnard School District Special Education Services Department consisting of Classroom and Specific Student Consultations, School District Trainings, Expert Witness Fees and Assessments that include observation, records review, meeting with staff and parents, writing the report and IEP meeting attendance, July 1, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of Special Education Funds.
- C.49. Ratification of Agreement #21-60 – Haynes Education Center & S.T.A.R. Academy (DeGenna/Jefferson)**  
To provide a range of support services to the Special Education Services Department including Academic Tutoring or Transition Services, In-Home & Hospital Services, Educational

Counseling & Guidance – Individual, Language & Speech Therapy – Individual, Occupational Therapy – Individual, Behavior Intervention – School or Home Based, Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing, Academic Achievement Test or Transition Assessment, and Staff Placement – Special Education Teachers, July 1, 2021 through June 30, 2022, in the amount not to exceed \$154,000.00, to be paid out of Special Education Funds.

**C.50. Ratification of Agreement/MOU #21-62 – Tutorific (DeGenna/Jefferson)**

To provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day, July 1, 2021 through June 30, 2022, in the amount not to exceed \$50,000.00 (billed at \$85.00 per hour), to be paid out of Special Education Funds.

**C.51. Ratification of Agreement #21-71 – Students for Eco-Education and Agriculture (SEEAG) (DeGenna/Shea)**

To provide fieldtrips, farmer’s markets, activities and lessons around nutrition and agriculture to students in the Oxnard School District, July 1, 2021 through June 30, 2022, at no cost to Oxnard School District.

**C.52. Ratification of Agreement #21-72 – California Department of Education – Child Development Division Contract #CSPP-1663 (DeGenna/Valdes)**

Formalizing services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-1663 for the operation of 8 state preschool sites, July 1, 2021 through June 30, 2022, \$2,064,039.00 in funding to the Oxnard School District.

**C.53. Ratification of Agreement #21-79, STAR of CA, ERA Ed (DeGenna/Jefferson)**

To provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified students, July 1, 2021 through June 30, 2022, in the amount not to exceed \$800,000.00, to be paid out of Special Education Funds.

**C.54. Ratification of Agreement #21-80 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducator Services (SCP’s) for students #RR103108, #OL083008, #JM111710, #JB080313, #JM111710, #IO111109, #EG061410, #JV030409, #KC071607, #DP010810, #AC080310 and #DR022207, in the amount of \$211,646.00, to be paid out of Special Education Funds.

**C.55. Ratification of Agreement #21-81 – Sunrise Physical Therapy Services Inc. (Torres/Magana)**

To provide ergonomic jobsite evaluations and training, follow-up visits, or group training sessions as requested to reduce workplace injury, July 1, 2021 through June 30, 2022, in the amount not to exceed \$29,213.98, to be paid out of the General Fund.

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

**C.56. Ratification of Agreement #21-86 - City of Oxnard (Quinto/Miller)**

For City volunteers to park at Marshall School during the Dallas Cowboys Training Camp, July 24, 2021 through August 11, 2021, \$1,330.56 to be paid to Oxnard School District by the City of Oxnard.

**C.57. Ratification of Agreement #21-88 – New York University (Torres/Batista)**

To provide relevant training to students from New York University in Communicative Sciences and Disorders, Mental Health & Wellness, and/or Counseling & Guidance, July 6, 2021 through June 30, 2026, at no cost to Oxnard School District.

**C.58. Ratification of Agreement #21-90 – School PR Pro (Aguilera-Fort/Shea)**

To assess the district's communication systems and recommend a communication plan and action steps to address identified needs, July 21, 2021 through June 30, 2022, in the amount not to exceed \$10,000.00, to be paid out of Supplemental & Concentration funds.

**Section D: ACTION ITEMS**

**D.1. Approval and Adoption of Resolution #21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School (Quinto/CFW)**

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, reviewed the need for the Board's approval of Resolution #21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School.

Motion #21-05 Adoption of Resolution ##21-02 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Christa McAuliffe Elementary School

Mover: Katalina Martinez

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Motion Result: Passed

**D.2. Approval and Adoption of Resolution #21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board’s “Applications Received Beyond Bond Authority List”, and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritchen Elementary School (Quinto/CFW)**

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, reviewed the need for the Board's approval of Resolution #21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritchen Elementary School.

Motion #21-06 Adoption of Resolution ##21-03 of the Board of Trustees of the Oxnard School District Acknowledging the State Allocation Board’s "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for Improvements to Emilie Ritchen Elementary School

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

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

Motion Result: Passed

**D.3. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Stephanie Gutierrez (Torres/Batista)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Stephanie Gutierrez.

Motion #21-07 Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Stephanie Gutierrez

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

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

Motion Result: Passed

**D.4. Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent (Cordes)**

The Board of Trustees considered the approval of the Second Amendment to the Employment Agreement Between Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent. The Second Amendment provides for an agreement term commencing July 1, 2021 and

ending June 30, 2025 and a four (4) percent salary increase beginning on July 1, 2021.

Motion #21-08 Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Karling Aguilera-Fort, Superintendent

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

**D.5. Establish/Abolish/Reduce Hours of Positions (Torres/Nair)**

*Moved from Consent Item C.9 at the Board's request.*

After discussion, item was tabled to the August 11, 2021 Special Board meeting agenda.

**Section F: BOARD POLICIES**

**F.1. First Reading – Revisions to BP 3511.1 - Integrated Waste Management (Quinto/Lugotoff)**

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, presented the revisions to BP 3511.1 - Integrated Waste Management for First Reading. The revised policy will be presented to the Board for Second Reading and Adoption at their August 25, 2021 Regular Meeting.

**F.2. First Reading - Revisions to BP and AR 3530 - Risk Management/Insurance (Torres/Magaña)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to BP and AR 3530 - Risk Management/Insurance for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their August 25, 2021 Regular Meeting.

**F.3. First Reading - Revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests (Torres)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their August 25, 2021 Regular Meeting.

**F.4. First Reading - New AR 4157, 4257, 4357 – Employee Safety (Torres/Magaña)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to AR 4157, 4257, 4357 – Employee Safety for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their August 25, 2021 Regular Meeting.

**F.5. First Reading - New AR 4157.1, 4257.1, 4357.1 - Work Related Injuries (Torres/Magaña)**  
Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to AR 4157.1, 4257.1, 4357.1 - Work Related Injuries for First Reading. The revised policies will be presented to the Board for Second Reading and Adoption at their August 25, 2021 Regular Meeting.

**F.6. Second Reading & Adoption - Revisions to BP and AR 1312.3 - Uniform Complaint Procedures (Torres)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to BP and AR 1312.3 - Uniform Complaint Procedures for Second Reading and adoption.

Motion #21-09 Adoption of Revisions to BP and AR 1312.3 - Uniform Complaint Procedures

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Motion Result: Passed

**F.7. Second Reading & Adoption – Revisions to BP 3100 – Budget (Quinto)**

Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, presented the revisions to BP 3100 - Budget for Second Reading and adoption.

Motion #21-10 Adoption of Revisions to BP 3100 - Budget

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Adopt

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

Motion Result: Passed

**Section G: CONCLUSION**

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

Dr. Aguilera-Fort

- summer programs
- PBIS recognition
- Youth Cinema Project on "Despierta America"
- Administrators' Learning Exchange
- math pedagogy
- safety measures as we return to school
- 8/12/21 return to school webinar
- remembering Jasmine Ramos Lopez

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

Monica Madrigal Lopez

- looking forward to start of school
- continue to wear masks indoors
- accident outside Ramona School - district, City and PD

Jarely Lopez

- requests study session on BP 5127 re: promotions

Katalina Martinez

- thank you to administrators and teachers that worked summer school

Veronica Robles-Solis

- thank you to administrators and teachers that worked summer school
- looking forward to start of year

Debra Cordes

- looking forward to new school year
- reminder to the public about closed session public comment items vs. regular session public comment
- looking forward to implementing the student profile

## **Reconvene to Closed Session**

The Board reconvened to closed session at 8:45 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:  
Conference with Legal Counsel  
- Existing Litigation:
  - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  - OAH Case #2021050064
  - OAH Case #2021050274
  - OAH Case #2021050513
  - OAH Case #2021050672
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:  
Conference with Labor Negotiator:  
Agency Negotiators: OSD Assistant Superintendent, Human Resources,  
and Garcia Hernandez & Sawhney, LLP  
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-  
Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider  
personnel matters, including:

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
  - o Principal
- Public Employee Evaluation
  - o Assistant Superintendent, Business & Fiscal Services
  - o Assistant Superintendent, Educational Services
  - o Assistant Superintendent, Human Resources

### **Reconvene to Open Session**

The Board reconvened to open session at 10:55 p.m.

### **Report Out of Closed Session**

President Cordes on the following actions taken in closed session:

Motion #21-02 Approval of OAH Cases #2021050064, #2021050274, #2021050513, and #2021050672

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

Motion #21-03 Approval of Settlement in Grievance #21-1

Mover: Katalina Martinez

Seconder: Jarely Lopez

Moved To: Approve

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

Motion Result: Passed

### **G.3. ADJOURNMENT**

President Cordes adjourned the meeting at 10:57 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20th day of April, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of August 4, 2021, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

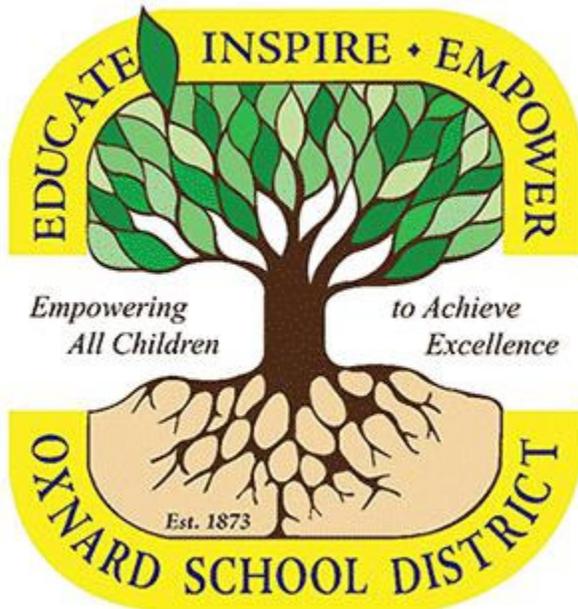
\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES SPECIAL BOARD MEETING Wednesday, August 11, 2021

5:00 PM - Call to Order  
Closed Session to Follow  
5:30 PM - Return to Special Board Meeting

## SPECIAL MEETING - ONLINE FOR THE PUBLIC DUE TO COVID-19 - VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:  
Please click this URL to join. <https://zoom.oxnardsd.org>

### Or join by phone:

Dial (for higher quality, dial a number based on your current location)  
US: +1 669 900 6833  
Webinar ID: 863 6453 5300

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

## **Section A: PRELIMINARY**

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

President Cordes called the meeting to order at 5:01 p.m.

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

### **A.2. Pledge of Allegiance to the Flag**

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

### **A.3. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #21-11 Adoption of Agenda as Presented

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

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

Motion Result: Passed

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

There were no comments.

### **A.5. Closed Session**

The Board convened to closed session at 5:06 p.m to consider the following items:

#### **1. Pursuant to Section 54956.9 of Government Code:**

Conference with Legal Counsel

- Existing Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
  - o Principal

**A.6. Reconvene to Open Session**

The Board Reconvened to open session at 5:24 p.m.

**A.7. Report Out of Closed Session**

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

Motion #21-12 Appointment of Diana Perez as Principal

Mover: Veronica Robles-Solis

Seconder: Katalina Martinez

Moved To: Appoint

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

Motion Result: Passed

**Section B: PUBLIC COMMENT/HEARINGS**

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

There were no comments.

**Section D: ACTION ITEMS**

**D.1. Establish/Abolish/Reduce Hours of Positions (Torres/Nair)**

This item was tabled from the August 4, 2021 Regular Board meeting. Mrs. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, provided information relative to custodial services and staffing.

Motion #21-13 Approval of Establishment/Abolishment/Reduction of Hours of Positions

Mover: Katalina Martinez

Seconder: Debra Cordes

Moved To: Approve

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

Nays: 1 - Veronica Robles-Solis

Motion Result: Passed

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

**D.2. Approval of Independent Study Board Policy & Administrative Regulation 6158 and Program Documents (DeGenna/Nocero)**

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the updated Independent Study BP & AR 6158 and corresponding documents for the Board's consideration.

Motion #21-14 Approval of Independent Study Board Policy & Administrative Regulation 6158 and Program Documents

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

**Section G: CONCLUSION**

**G.1. ADJOURNMENT**

President Cordes adjourned the meeting at 6:34 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Seconder: Katalina Martinez

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20th day of April, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of August 11, 2021, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES

### SPECIAL BOARD MEETING

Saturday, August 21, 2021

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

### SPECIAL MEETING

LEMONWOOD SCHOOL - MULTIPURPOSE ROOM

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

## **Section A: PRELIMINARY**

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

President Cordes called the meeting to order at 9:06 a.m.

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

### **A.2. Pledge of Allegiance to the Flag**

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

### **A.3. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #21-15 Adoption of Agenda as Presented

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Adopt

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

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

### **A.4. Public Participation/Comment (Limit three minutes per person per topic)**

- Manlio Correa re: TK/Kinder requirements; criteria for participation on the Board

### **A.5. Closed Session**

The Board convened to closed session at 9:10 a.m. to consider the following items:

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

- Public Employee Evaluation
  - Assistant Superintendent, Business & Fiscal Services
  - Assistant Superintendent, Educational Services
  - Assistant Superintendent, Human Resources

### **A.6. Reconvene to Open Session**

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

**A.7. Report Out of Closed Session**

President Cordes reported that there was nothing to report.

**A.8. Update on Departments (Aguilera-Fort)**

Item was tabled for future discussion.

**Section G: CONCLUSION**

**G.1. ADJOURNMENT**

President Cordes adjourned the meeting at 1:35 p.m.

Motion to adjourn

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Adjourn

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

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20<sup>th</sup> day of April, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of August 21, 2021, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

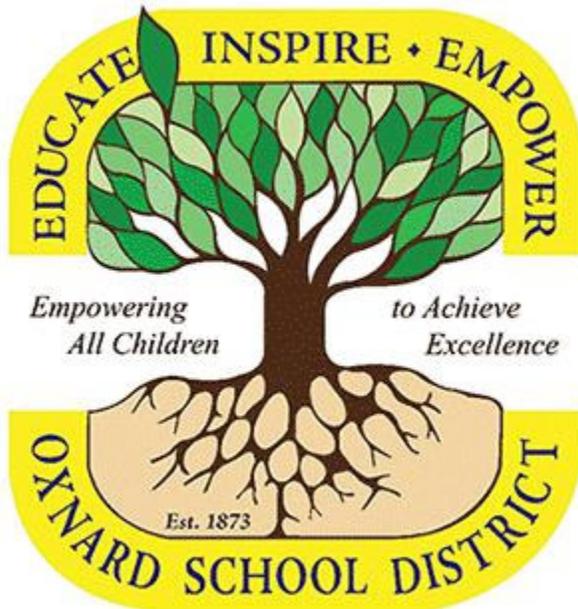
\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES

### REGULAR BOARD MEETING

Wednesday, August 25, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

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

#### Or join by phone:

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

US: +1 669 900 6833

Webinar ID: 896 6257 2259

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

## **Section A: PRELIMINARY**

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

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

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

### **A.2. Pledge of Allegiance to the Flag**

Ximena Jimenez and Genesis Lopez Valle, 3rd grade students at Ramona School, led the audience in the pledge of allegiance.

### **A.3. District's Vision and Mission Statement**

Yuridia Ortega, 2nd grade student at Ramona School, read the district's Mission and Vision Statement in English. Nicholas Cervantes, 3rd grade student at Ramona School, read the district's Mission and Vision Statement in Spanish.

### **A.4. Presentation by Ramona School**

Dr. Andres Duran, Principal, provided a presentation about Ramona School.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted with the following amendment:

- Item D.2 - Approval of the Variable Term Service Waiver in Spanish for the 2021-2022 School Year for Natali Samame (Torres/Batista) was PULLED, to be placed on a future agenda.

Motion #21-16 Adoption of Agenda as Amended

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Adopt as Amended

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

Motion Result: Passed

### **A.6. Study Session - Guidance on Use of Cafeteria for Lunch & Other Aspects Related to Preventive Measures (Aguilera-Fort/Magana)**

Dr. Aguilera-Fort, Superintendent, introduced Ms. Norma Magana, Risk Manager, who presented information relative to the district's preventive measures related to COVID-19.

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

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

- Anjanette Carrillo re: medical benefits cost share. Stacie Thurman donated her time to Ms. Carrillo.
- Patty Einstein re: concerns re: keeping students safe, use of COVID funds, fresh air & windows that open.

**A.8. Closed Session**

The Board convened to closed session at 6:13 to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

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

Conference with Labor Negotiator:

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

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

Personnel-Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee Appointment

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

The Board reconvened to open session at 7:07 p.m.

**A.10. Report Out of Closed Session**

President Cordes reported that there was nothing to report.

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

Dr. Aguilera-Fort, Superintendent, introduced Ms. Diana Perez, newly appointed principal at Rose Avenue Elementary.

**A.12. 45-Day Update - 2021-2022 Adopted Budget (Quinto/Crandall Plasencia)**

Ms. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services and Ms. Mary Crandall Plasencia, Director of Finance, presented information regarding budget revisions implemented by the Governor at his signing of the final budget in July 2021.

## **Section B: PUBLIC COMMENT/HEARINGS**

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

Ms. Romero re: plan to implement "CRT curriculum

## **Section C: CONSENT AGENDA**

Motion #21-17 Approval of Consent Agenda as Presented

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

### **C.1. Personnel Actions (Torres/Batista/Nair)**

As presented.

### **C.2. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

As presented.

### **C.3. Approval of New Classification and Job Duties for Bus Driver/Mechanic Assistant (Torres/Nair)**

As presented.

### **C.4. Approval of New Classification and Job Duties for Human Resources Manager (Torres/Nair)**

As presented.

## **Section C: APPROVAL OF AGREEMENTS**

### **C.5. Approval of Agreement #21-58 – Read.Write.Think. (DeGenna/Fox)**

To provide In-Person/Virtual professional development for the teaching of writing, September 1, 2021 through June 30, 2022, in the amount not to exceed \$141,500.00, to be paid out of Expanded Learning Opportunity Funds.

### **C.6. Approval of Agreement #21-92 – Inclusive Education & Community Partnership (DeGenna/Jefferson)**

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

To provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department, August 26, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of Special Education Funds.

**C.7. Approval of Agreement/MOU #21-98 – Big Brothers Big Sisters of Ventura County (DeGenna/Nocero)**

To provide mentoring opportunities to promote school and life success and improvement of literacy rates, and improved S.T.E.A.M. and Social Emotional Learning for up to 75 at-risk students, August 26, 2021 – June 30, 2022, at no cost to Oxnard School District.

**C.8. Ratification of Agreement/MOU #21-101 – BOOST Collaborative (DeGenna/Shea)**

To provide virtual and in-person training in the topics of leadership, professionalism, classroom management, and student engagement strategies for the After School Program staff, August 26, 2021 through June 30, 2022, in the amount not to exceed \$17,000.00, to be paid out of ASES funds.

**C.9. Approval of Agreement/MOU #21-102 – New Dawn Counseling & Consulting Inc. (DeGenna/Nocero)**

To provide licensed Marriage, Family Therapist Interns, (MFT) to work in conjunction with school administrators and Outreach Specialists to provide mental health services, as requested by the parent/guardian, to students in the Oxnard School District, August 26, 2021 – June 30, 2022, at no cost to Oxnard School District.

**C.10. Approval of Agreement #21-105 – Educational Management Solutions**

**(Torres/Nair)** To perform a Job Classification and Compensation Study and an external market survey of current salaries, September 1, 2021 through June 30, 2022, in the amount not to exceed \$79,995.00 (including travel and related expenses), to be paid out of ESSER II Funds.

**Section C: RATIFICATION OF AGREEMENTS**

**C.11. Ratification of Amendment #1 to Agreement #20-126 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

To adjust the previous estimated cost for providing exceptional services to student #RR103108 during the 2020-2021 school year, in the amount of \$537.72, to be paid out of Special Education Funds.

**C.12. Ratification of Amendment #2 to Agreement #20-133 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)**

To adjust the final total cost for providing Independent Evaluator Services to the Special Education Services Department through the end of the 2020-2021 fiscal year, in the amount of \$12,088.00, to be paid out of Special Education Funds.

- C.13. Ratification of Agreement #20-183 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**  
To provide exceptional services to special education student #DG052310 that consist of support from Special Circumstances Paraeducators (SCPs) during the 2020-2021 fiscal year, including Extended School Year, in the amount of \$739.37, to be paid out of Special Education Funds.
- C.14. Ratification of Agreement #20-184 – Art Trek Inc. (DeGenna/Jefferson)**  
To work with the Special Education Department to provide Art Trek Site Instructors for Grades K-8th for four weeks during Extended School Year, June 21, 2021 through July 30, 2021, in the amount not to exceed \$38,010.00, to be paid out of Special Education Funds.
- C.15. Ratification of Agreement #21-91 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**  
For Special Circumstances Paraeducator Services (SCP's) for students #JV030409, #IR033009, #MA102113, #SC102507, #EA061212, #DG052310 and #JS040110 during the 2021-2022 school year, including Extended School Year, in the amount of \$150,292.09, to be paid out of Special Education Funds.
- C.16. Ratification of Agreement #21-93 – Sunbelt Staffing LLC (DeGenna/Jefferson)**  
To provide supplemental staffing to the Oxnard School District on an “as needed” basis, July 1, 2021 through July 31, 2022, in the amount not to exceed \$300,000.00, to be paid out of Special Education Funds.
- C.17. Ratification of Agreement/MOU #21-94 – Catalyst Family Inc. – Harrington ECDC (DeGenna/Valdes)**  
To establish the terms for the use of preschool classrooms between the Oxnard School District and Catalyst Family Inc. (formerly Continuing Development Inc.) to operate a Preschool Program at the Harrington Early Childhood Development Center, July 1, 2021 through June 30, 2022, in the amount of \$40,752.00 paid to Oxnard School District by Catalyst Family Inc.
- C.18. Ratification of Agreement/MOU #21-95 – Tutorific (DeGenna/Prater)**  
To provide OSD selected consultants to conduct educational workshops for Oxnard School District staff during the period of August 5, 2021 through October 31, 2021, in the amount not to exceed \$35,000.00, to be paid from Title II Funds.
- C.19. Ratification of Agreement/MOU #21-96 – Ventura County Office of Education (DeGenna/Prater)**  
To provide a Mathematics Coordinator to work with the Oxnard School District Manager of Mathematics to provide collaboration, planning and presentation support for district PreK-8 Math teachers and administrators, July 1, 2021 through June 30, 2022, in the amount not to exceed \$22,000.00, to be paid out of Title II Funds.

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

**C.20. Ratification of Agreement/MOU #21-97 – Center for District Innovation and Leadership for Early Education (DIAL EE) (DeGenna/Valdes)**

To establish the terms for a collaboration in the development of an early education strategy to assist the Oxnard School District to further the alignment of early education with school-aged systems, July 1, 2021 through April 15, 2022, in the amount of \$5,000.00 to be paid to Oxnard School District.

**C.21. Ratification of Agreement #21-99 – Foundation for California Community Colleges (DeGenna/Shea)**

To provide professional development for the afterschool program staff to update each school's program goals and objectives toward these goals, August 1, 2021– June 30, 2022, in the amount of \$22,500.00, to be paid out of ASES Funds.

**C.22. Ratification of Agreement/MOU #21-100 – kid-grit, LLC (DeGenna/Shea)**

To provide training to the After School program staff at all schools this year. The goal of this training is to train staff in the development of social and emotional skills for children, August 13, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of ASES Grant Funds.

**C.23. Ratification of Agreement #21-103 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

To provide consultant services to the Special Education Services Department that include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned, August 1, 2021 through June 30, 2022, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

**C.24. Ratification of Agreement #21-104 – California Physical Education-Health Project @ CSU Channel Islands (DeGenna/Prater)**

To provide Professional Learning for the 6-8th Middle School Physical Education Teachers that includes information on CA PE Standard 5, SEL and PE, and IEP's for PE. Services provided from August 18, 2021 through June 30, 2022, in the amount not to exceed \$10,000.00, to be paid out of Title IV Funds.

**Section D: ACTION ITEMS**

**D.1. Approval of Revised 2020-21 Compensation for Management and Confidential Employees (Torres)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented revisions to the 2020-2021 compensation for Management and Confidential employees for the Board's consideration.

Motion #21-18 Approval of Revised 2020-21 Compensation for Management and Confidential Employees

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

**D.2. Approval of the Variable Term Waiver in Spanish for the 2021-2022 School Year for Natali Samame (Torres/Batista)**

Item pulled - to be placed on a future agenda.

**D.3. Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer (Aguilera-Fort)**

The Board of Trustees considered the approval of the Second Amendment to the Employment Agreement Between Oxnard School District and Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer. The Second Amendment provides for an extension of the agreement term through June 30, 2024 and a three (3) percent salary increase retroactive to July 1, 2021.

Motion #21-19 Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

**D.4. Consideration of Approval of First Amendment to Employment Agreement Between Oxnard School District and Dr. Victor Torres, Assistant Superintendent, Human Resources (Aguilera-Fort)**

The Board of Trustees considered the approval of the First Amendment to the Employment Agreement Between Oxnard School District and Dr. Victor Torres, Assistant Superintendent, Human Resources. The First Amendment provides for an extension of the agreement term through June 30, 2023 and a one and one-half (1.5) percent salary increase retroactive to July 1, 2021, as well as a one-time, off-schedule payment of one and one-half (1.5) percent for the 2020-2021 fiscal year.

Motion #21-20 Approval of First Amendment to Employment Agreement Between Oxnard School District and Dr. Victor Torres, Assistant Superintendent, Human Resources

Mover: Katalina Martinez  
Seconder: Monica Madrigal Lopez  
Moved To: Approve  
Ayes: 5 - Monica Madrigal Lopez, Jarely Lopez, Katalina Martinez, Veronica Robles-Solis, Debra Cordes  
Motion Result: Passed

## **Section F: BOARD POLICIES**

### **F.1. Second Reading & Adoption- Revision to BP 3511.1 Integrated Waste Management (Quinto/Lugotoff)**

Ms. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, presented the revisions to BP 3511.1 Integrated Waste Management for Second Reading and Adoption.

Motion #21-21 Adoption of Revisions to BP 3511.1 Integrated Waste Management

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Adopt

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

Motion Result: Passed

### **F.2. Second Reading & Adoption - Revisions to BP and AR 3530 - Risk Management/Insurance (Torres/Magaña)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to BP and AR 3530 - Risk Management/Insurance for Second Reading and Adoption.

Motion #21-22 Adoption of Revisions to BP and AR 3530 - Risk Management/Insurance

Mover: Veronica Robles-Solis

Seconder: Jarely Lopez

Moved To: Adopt

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

Motion Result: Passed

### **F.3. Second Reading & Adoption - Revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests (Torres)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests for Second Reading and Adoption.

Motion #21-23 Adoption of Revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adopt

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

Motion Result: Passed

**F.4. Second Reading & Adoption - Revisions to BP and AR 4157, 4257, 4357 - Employee Safety (Torres/Magaña)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented the revisions to BP and AR 4157, 4257, 4357 - Employee Safety for Second Reading and Adoption.

Motion #21-24 Adoption of Revisions to BP and AR 4157, 4257, 4357 - Employee Safety (Torres/Magaña)

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Adopt

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

Motion Result: Passed

**F.5. Second Reading & Adoption - New AR 4157.1, 4257.1, 4357.1 - Work Related Injuries (Torres/Magaña)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented New AR 4157.1, 4257.1, 4357.1 - Work Related Injuries for Second Reading and Adoption.

Motion #21-25 Adoption of New AR 4157.1, 4257.1, 4357.1 - Work Related Injuries

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Motion Result: Passed

**Section G: CONCLUSION**

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

Dr. Aguilera-Fort

- teacher professional development
- Telemundo recording at Lemonwood
- first day of school
- Joe Villegas retirement
- Continuing to work on Enrollment & Transportation

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

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

Monica Madrigal Lopez

- thank you to staff for coming together for teacher PD
- thank you to all staff for their work in preparing for the school year
- continue to wear masks

Jarely Lopez

- thank you to all for the hard work and extra hours preparing for back to school

Katalina Martinez

- thank you to Dr. Duran and Ramona School
- thank you and welcome to all teachers and support staff

Veronica Robles-Solis

- students and parents are happy to be back on campus
- thank you to staff and Superintendent - welcome to new school year
- requested Study Session re: counselors' plan for throughout the year to help students as they come back
- asked if students still have hot spots

Debra Cordes

- thank you to everyone for working together to provide services to our students
- hopes staff PD helps to make teachers' jobs more manageable
- Latino School Boards conference via webinar tomorrow "Meeting the Mental Health Needs of Latinx Students"
- visited 5 schools today to touch base with staff and students - students are happy to be back

## **G.3. ADJOURNMENT**

President Cordes adjourned the meeting at 8:10 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Second: Katalina Martinez

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20<sup>th</sup> day of April, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of August 25, 2021, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES

### REGULAR BOARD MEETING Wednesday, September 8, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

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

#### Or join by phone:

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

US: +1 669 900 6833

Webinar ID: 825 5537 7506

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

## **Section A: PRELIMINARY**

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

President Cordes called the meeting to order at 5:05 p.m.

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

### **A.2. Pledge of Allegiance to the Flag**

Jimena Gutierrez and Kai Breit, 3rd grade students in Ms. Ritchi's class at Ritchen School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Jason Marquez, 5th grade student in Ms. Ullrich's class at Ritchen School, read the district's Mission and Vision Statement in English. Alexandra Aguilar, 5th grade student in Ms. Ullrich's class at Ritchen School, read the district's Mission and Vision Statement in Spanish.

### **A.4. Presentation by Ritchen School**

Mr. Nauman Zaidi, Principal, provided a presentation about Ritchen School.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted with the following amendment:

- Item D.3 - *Approval of the Basic Skills Requirement Waiver for the California Basic Education Skills Test (CBEST) for the 2021-2022 school year for Natali Samame (Torres/Batista)* was PULLED. After receiving additional credentials for this candidate, the district has determined that she has meet the Basic Skills Requirement based on the new CTC guidelines.

Motion #21-23 Adoption of Agenda as Amended

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Adopt as Amended

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

Motion Result: Passed

### **A.6. Study Session - Enrollment Process (DeGenna/Nocero/Alcantar)**

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented information relative to the district's enrollment process.

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

- Patricia Einstein re: COVID monies, concerns about safety, fresh air, shaded areas and furniture for eating outside, material for 2nd grade literacy teachers

**A.8. Closed Session**

The Board convened to closed session at 6:21 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- OAH Case #2021060996

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:19 p.m.

**A.10. Report Out of Closed Session**

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

Motion # 21-27 Approval of Settlement Agreement in OAH Case #2021060996

Mover: Katalina Martinez

Secunder: Monica Madrigal Lopez

Moved To: Approve

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

Motion Result: Passed

**A.11. Oxnard School District 2020/2021 Year-end Unaudited Actual Financial Report (Quinto/Crandall Plasencia)**

Ms. Ruth Quinto, Assistant Superintendent, Business & Fiscal Services, provided an overview of the Unaudited Actuals document for the year ending June 30, 2021. The Report is on today's Consent agenda for the Board's consideration.

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

## **Section B: PUBLIC COMMENT/HEARINGS**

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

There were no comments.

## **Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

Motion #21-28 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

### **C.1. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

As presented.

### **C.2. Personnel Actions (Torres/Batista/Nair)**

As presented.

### **C.3. Oxnard School District 2020/2021 Year-end Unaudited Actual Financial Report (Quinto/Crandall Plasencia)**

As presented.

### **C.4. Ratification of the District's Submission of the 2021/22 Consolidated Application for Funding (Quinto/Crandall Plasencia)**

As presented.

### **C.5. Resolution #21-05: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2020/2021 and 2021/2022 (Quinto/Crandall Plasencia)**

As presented.

### **C.6. Resolution #21-06 to Authorize Appropriation and Expenditure Transfers for 2021/2022 (Quinto/Crandall Plasencia)**

As presented.

### **C.7. Resolution #21-07 for Authorization to Make Temporary Loans between District Funds for 2021-2022 (Quinto/Crandall Plasencia)**

As presented.

**C.8. Resolution #21-08: Authorization to Establish a Student Activity Special Revenue Fund 08 (Quinto/Crandall Plasencia)**

As presented.

**C.9. Resolution #21-09: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2021 (Quinto/Crandall Plasencia)**

As presented.

**C.10. Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2021-2022 (DeGenna/Thomas)**

As presented.

**Section C: RATIFICATION OF AGREEMENTS**

**C.11. Ratification of Amendment #3 to Agreement #17-127 – VCOE – Hearing Conservation & Audiology Services (DeGenna/Nocero)**

To update the contract services provided by the Ventura County Office of Education Hearing Conservation & Audiology Services, effective July 1, 2021, at no additional cost to the existing agreement.

**C.12. Ratification of Amendment #1 to Agreement #20-177 – Art Trek Inc. (DeGenna/Shea)**

To adjust the cost for providing supplemental art activities and staff for the Oxnard School District summer program through the end of the summer, in the amount of \$35,625.00, to be paid out of ASES funds.

**C.13. Ratification of Amendment #1 to Agreement #21-80 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

For Special Circumstances Paraeducator Services (SCP's), to increase the total number of ESY minutes for student #RR103108 during the 2021-2022 school year, in the amount of \$759.83, to be paid out of Special Education Funds.

**C.14. Ratification of Agreement #21-106 – The Speech Pathology Group Inc. (DeGenna/Jefferson)**

To provide supplemental staffing to the Special Education Services Department on an “as needed” basis during the 2021-2022 school year in the areas of Speech Language Therapist, Occupational Therapist, Certified Occupational Therapy Assistant, and Psychologist, July 1, 2021 through June 30, 2022, in the amount not to exceed \$700,000.00, to be paid out of Special Education Funds.

**C.15. Ratification of Agreement #21-108 – RAMSE Group (DeGenna)**

For providing three (3) days of professional development to teachers in the Oxnard School District, covering initial engagement and awareness training in identifying and integrating

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

Culturally Responsive Teaching and Learning into daily instruction, assessment, and curriculum practices, in the amount not to exceed \$24,000.00, to be paid out of ESSER Funds.

## **Section D: ACTION ITEMS**

### **D.1. Approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Daniel Frenes (Torres/Batista)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Daniel Frenes.

Motion #21-29 Approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Daniel Frenes

Mover: Katalina Martinez

Seconder: Jarely Lopez

Moved To: Approve

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

Motion Result: Passed

### **D.2. Approval of a Provisional Single Subject Internship Permit in Spanish for the 2021-22 School Year for Natali Samame (Torres/Batista)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Single Subject Internship Permit in Spanish for the 2021-22 School Year for Natali Samame.

Motion #21-30 Approval of a Provisional Single Subject Internship Permit in Spanish for the 2021-22 School Year for Natali Samame

Mover: Katalina Martinez

Seconder: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

### **D.3. Approval of the Basic Skills Requirement Waiver for the California Basic Education Skills Test (CBEST) for the 2021-2022 school year for Natali Samame (Torres/Batista)**

Item was pulled at Adoption of Agenda.

### **D.4. Approval of Tentative Agreement #21-107 with the California School Employees Association, Chapter 272 (“CSEA”) regarding Salary and Essential Worker Pay for the 2020-2021 School Year (Torres)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's

approval of Tentative Agreement #21-107 with the California School Employees Association, Chapter 272 regarding salary and Essential Worker pay for the 2020-2021 school year,

Motion #21-31 Approval of Tentative Agreement #21-107 with the California School Employees Association, Chapter 272 (“CSEA”) regarding Salary and Essential Worker Pay for the 2020-2021 School Year

Mover: Veronica Robles-Solis

Seconder: Katalina Martinez

Moved To: Approve

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

Motion Result: Passed

## **Section G: CONCLUSION**

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

Dr. Aguilera-Fort

- subbed as teacher at Soria School - great time!
- Oxnard College President's Advisory Council
- "Sprinkle Joy of Happiness" event at Lopez Academy
- Mixteco Steering Committee
- Traffic Safety Webinar 9/9/21 - Chavez/Ramona Community
- COVID-19 Testing @ Ramona & Lemonwood schools
- September - Hispanic Heritage Month
- September 11, 2001 Remembrance @ Frank Academy

### **G.2. Trustees’ Announcements (3 minutes each speaker)**

Monica Madrigal Lopez

- thank you to all presenters and to Ritchen
- it is important that Frank continues to do something in remembrance of 9/11 - take a moment to do something kind for others on that day excited about partnership with
- Oxnard College

Jarely Lopez

- thank you to all presenters
- thank you to all that are taking what happens in board meeting into the classrooms
- thank you to Ms. Ruvalcaba for starting the Mixteco Steering Committee

Katalina Martinez

- thank you to principal Zaidi and to Ritchen for their presentation
- excited about Oxnard College partnership - support the counselors

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

Veronica Robles-Solis

- thank you for enrollment information
- hopes parents are checking temperatures and for symptoms as flu season is approaching
- re: traffic safety webinar - it would be good to have at other sites as well

Debra Cordes

- thank you to presenters - it's good to hear about the Enrollment Center
- appreciated Mr. Zaidi's presentation tonight - sharing the data and having a true plan for improvement regarding the student profile
- was teaching at Frank on September 11, 2001 - a group of students who were on there way to meet Frank students lost their lives on that plane - thank you to teachers and admin for the remembrance
- community, parents - stay safe

### **G.3. ADJOURNMENT**

President Cordes adjourned the meeting at 8:03 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Secunder: Katalina Martinez

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this 20<sup>th</sup> day of April 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of September 8, 2021, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

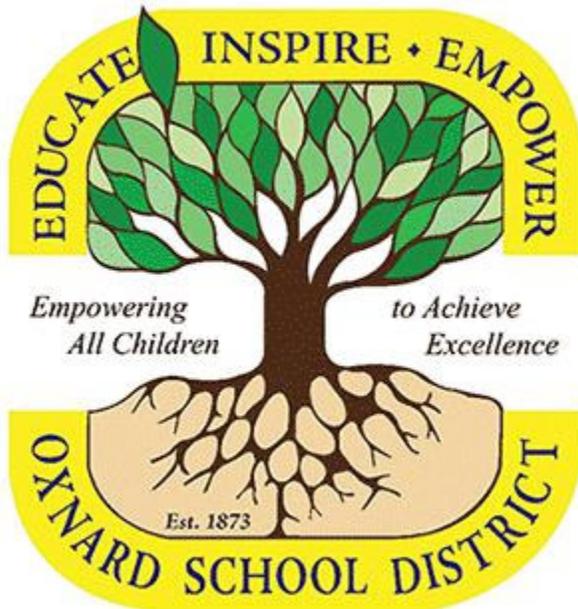
\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

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

## MINUTES

### REGULAR BOARD MEETING

Wednesday, September 22, 2021

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

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

#### Or join by phone:

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Webinar ID: 893 0955 0180

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

Watch the meeting live: [osdtv.oxnardsd.org](https://osdtv.oxnardsd.org)

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

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

## **Section A: PRELIMINARY**

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

President Cordes called the meeting to order at 5:05 p.m.

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

### **A.2. Pledge of Allegiance to the Flag**

Ruben Juarez, 3rd grade student in Ms. Roman's class at Marshall School and Sophia Juarez, 5th grade student in Ms. Harrell's and Mr. Angeles's class at Marshall School, led the audience in the Pledge of Allegiance.

### **A.3. District's Vision and Mission Statement**

Aliayah Indyanna Flores, 8th grade student in Ms. Mejia's class at Marshall School, read the district's Mission and Vision Statement in English. Luis Elenes Sosa, 4th grade student in Ms. Sabalett's class at Marshall School, read the district's Mission and Vision Statement in Spanish.

### **A.4. Presentation by Marshall School**

Mrs. Mary Elisondo, Principal, provided a presentation about Marshall School.

### **A.5. Adoption of Agenda (Superintendent)**

The agenda was adopted as presented.

Motion #21-32 Adoption of Agenda as Presented

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Adopt

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

Motion Result: Passed

### **A.6. Study Session - Counseling Services (DeGenna/Nocero)**

Dr. Ana DeGenna, Assistant Superintendent, Educational Services and Dr. Jodi Nocero, Director, Pupil Services, introduced School Counselors Ashleigh Arias (Brekke), Maria Magana (Marshall), and Kimberly Ramirez (Lopez), who reviewed the roles of School Counselors and gave an overview of student social emotional development, academic achievement, and college & career readiness.

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

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

Holly Hayes Ray re: enforcing CDC guidelines, mask mandates

**A.8. Closed Session**

The Board convened to closed session at 6:46 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

- Public Employee(s) Appointment

• Assistant Principal

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

The Board reconvened to open session at 7:24 p.m.

**A.10. Report Out of Closed Session**

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

Motion #21-33 Appointment of Alfredo Varela as Assistant Principal

Mover: Monica Madrigal Lopez

Secunder: Jarely Lopez

Moved To: Appoint

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

Motion Result: Passed

Motion #21-34 Appointment of Debra West as Assistant Principal

Mover: Jarely Lopez

Secunder: Veronica Robles-Solis

Moved To: Appoint

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

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

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

Dr. Aguilera-Fort, Superintendent, introduced the following newly appointed Oxnard School District administrators:

- Shirly Barrett, Grounds Manager
- Juanita Marquez, Accounting Manager, Internal Auditor

**Section B: PUBLIC COMMENT/HEARINGS**

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

- Cesar Caes re: use of sports fields
- Fernando Maldonado re: use of sports fields
- Scott Paredes re: use of sports fields
- Holly Hayes Ray re: mandated reporters
- Maria Mondragon re: traffic concerns at Harrington

**Section C: CONSENT AGENDA**

The consent agenda was approved as presented.

Motion #21-35 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

**C.1. Personnel Actions (Torres/Batista/Nair)**

As presented.

**C.2. Establishment and Abolishment of Positions (Torres/Nair)**

As presented.

**C.3. Enrollment Report (Quinto)**

As presented.

**C.4. Purchase Order/Draft Payment Report #21-02 (Quinto/Franz)**

As presented.

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

- C.5. Oxnard School District Revised 2020/2021 Year-end Unaudited Actuals Financial Report (Quinto/Crandall Plasencia)**  
As presented.

### **Section C: APPROVAL OF AGREEMENTS**

- C.6. Approval of Agreement #21-110 – Latino Film Institute Youth Cinema Project (Aguilera-Fort/DeGenna/Shea)**  
To teach students at Chavez and Lopez Schools the process of making movies and support the students in creating their own movie projects (including students enrolled in the summer programs), September 23, 2021 through August 15, 2023, in the amount not to exceed \$254,759.25 for both fiscal years, to be paid out of Title I funds.
- C.7. Approval of Agreement #21-115 – Blackboard Inc. (Aguilera-Fort)**  
To provide training and virtual support for the district's website and communication systems, September 23, 2021-September 22, 2022, in the amount of \$12,916.00, to be paid out of Title I funds.
- C.8. Approval of Agreement #21-123 – CFW Advisory Services, LLC (Aguilera-Fort)**  
To provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions, September 23, 2021 through June 30, 2024. Fees for financial consulting and advisory services are contingent on the sale of bonds, certificates, notes, and other securities and payable from the proceeds generated from such transactions, or the District's construction fund, and do not impact the District's General Fund.

### **Section C: RATIFICATION OF AGREEMENTS**

- C.9. Ratification of Agreement #21-109 – Kern County Superintendent of Schools (DeGenna/Nocero)**  
To administer the Medi-Cal Administrative Activities (MAA) claiming process and establish a means of claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47, at no cost to Oxnard School District.
- C.10. Ratification of Agreement #21-111 – Acceleration Behavioral Therapies (DeGenna/Jefferson)**  
To provide consultant services to the Special Education Services Department that consist of applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services, September 1, 2021 through June 30, 2022, in the amount not to exceed

\$500,000.00, to be paid out of Special Education Funds.

**C.11. Ratification of Agreement #21-112 – California State University Northridge (Torres/Batista)**

To provide student teaching experience through practice teaching to students enrolled in teacher training curricula of California State University Northridge, July 1, 2021 through June 30, 2022, at no cost to Oxnard School District.

**C.12. Ratification of Agreement #21-113 – HopSkipDrive, Inc. (Quinto/Briscoe)**

To supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school, as the need may arise, September 2, 2021 through June 30, 2022, in the amount not to exceed \$75,000.00, to be paid out of the General Fund.

**C.13. Ratification of Amendment #1 to Agreement #21-38 – ALC Schools, LLC (Aguilera-Fort/Quinto/Briscoe)**

For a rate increase due to the current driver shortages in the Southern California area; the original amount of the Agreement remains unchanged.

**Section D: ACTION ITEMS**

**D.1. Approval of Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) Between the Oxnard School District and Balfour Beatty Construction LLC to Provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)**

Mr. Scott Burkett with Caldwell Flores Winters, Inc., recommended the Board's approval of the amendment to the lease-leaseback agreement with Balfour Beatty for the new Rose Avenue School construction project. The new school will be constructed on the existing playground area, the students will move into the new building, and the old building will be demolished and converted to the new playground area. The Guaranteed Maximum Price (GMP) for the project is \$41,678,393, with a GMP contingency of \$1,695,042.

Motion #21-36 Approval of Amendment #001 to Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) Between the Oxnard School District and Balfour Beatty Construction LLC to Provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

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

**D.2. Consideration and Approval of Amendment #003 to Agreement #17-49 with IBI Group to Provide Additional Architectural and Design Services for the Rose Avenue School Reconstruction Project (Quinto/Miller/CFW)**

Mr. Scott Burkett with Caldwell Flores Winters, Inc. recommended the Board's approval of the amendment to the agreement with IBI Group for a required architectural redesign, as part of the process in getting the school amenities updated, in the amount of \$122,650.

Motion #21-37 Approval of Amendment #003 to Agreement #17-49 with IBI Group to Provide Additional Architectural and Design Services for the Rose Avenue School Reconstruction Project

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Approve

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

Motion Result: Passed

**D.3. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Alexa Hanson (Torres/Batista)**

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Alexa Hanson.

Motion #21-38 Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Alexa Hanson

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Absent: 1 - Debra Cordes

Motion Result: Passed

**Section G: CONCLUSION**

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

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

Dr. Aguilera-Fort

- attended September 11 memorial at Frank School
- September 10th Marshall School visit
- Back to School Night @ Rose Avenue
- Chavez K-8 Lead Custodian Steven Everett
- Chavez K-8 Mid-Day Custodian Ivan Aspera
- Lemonwood CNS Coordinator Anna Lopez
- Child Nutrition Services - menu examples
- Facilities Use Process
- National Custodial Worker's Recognition Day - October 2nd
- International Translation Day - September 30th
- School Traffic Safety Reminders - accident at Harrington this morning

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

Monica Madrigal Lopez

- thank you to Marshall family for presenting today
- thank you to counselors that presented today for all grade levels
- 2 weeks ago joined traffic safety webinar for the Colonia community - hopes that the district and city collaborate more closely about this
- excited about Rose Avenue reconstruction

Jarely Lopez

- thank you to all presenters

Katalina Martinez

- thank you to Marshall presenters
- thank you to counselors that presented

Veronica Robles Solis

- attended traffic safety webinar - need to work on communication and as parents we need to take responsibility for dropping students off safely
- excited for Rose Avenue community getting their new school
- reminder about next VCSBA zoom meeting re: school reopening & declining enrollment - October 18, 6:30-8:00 p.m.

Debra Cordes

- excited about Rose Avenue
- thank you to Marshall
- thank you to counselors for the presentation and for their work

**G.3. ADJOURNMENT**

President Cordes adjourned the meeting at 8:23 p.m.

Motion to adjourn

Mover: Jarely Lopez

Seconder: Veronica Robles-Solis

Moved To: Adjourn

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

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and

Secretary to the Board of Trustees

By our signature below, given on this 20<sup>th</sup> day of April, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of September 22, 2021, on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading of Board Policy BP 0415 Equity (DeGenna/Jefferson)**

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The Board Policy BP 0415 Equity is the recommendation from the CSBA (California School Board Association). The Board Policy will be presented for a second reading and adoption at the May 4, 2022 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Special Education that the Board of Trustee review BP 0415 Equity as the first reading as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 0415 Equity \(5 pgs\).pdf](#)

**Policy BP 0415: Equity**

**Status:** ADOPTED

**Original Adopted Date:** 07/01/2018 | **Last Reviewed Date:** 07/01/2018

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions
2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.
3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities
4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students
5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups
6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need
7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices
9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	<a href="#">Educational equity; prohibition of discrimination on the basis of sex</a>
Ed. Code 52077	Local control and accountability plan
Ed. Code 60040	Selection of instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Nondiscrimination in programs or activities funded by state
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Civil rights; crimes
<b>Federal</b>	<b>Description</b>
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Discrimination based on sex or blindness, Title IX
20 USC 1681-1688	Title IX, 1972 Education Act Amendments
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
28 CFR 35.101-35.190	Americans with Disabilities Act
28 CFR 36.303	Auxiliary aids and services
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs, effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

**Management Resources**

	<b>Description</b>
Center for Urban Education Publication	Protocol for Assessing Equity-Mindedness in State Policy, 2017
CSBA Publication	Climate for Achievement Governance Brief Series, 2015
CSBA Publication	Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016
CSBA Publication	The School Board Role in Creating the Conditions for Student Achievement, 2017
CSBA Publication	Latino Students in California's K-12 Public Schools, 2016
CSBA Publication	Math Misplacement, 2015
CSBA Publication	Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017
CSBA Publication	African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016
CSBA Publication	African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016
Meeting California's Challenge	Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017
Website	<a href="#">Center for Urban Education</a>
Website	<a href="#">California Safe Schools Coalition</a>
Website	<a href="#">California Department of Education</a>

**Cross References**

<b>Code</b>	<b>Description</b>
0000	<a href="#">Vision</a>
0000	<a href="#">Vision</a>
0100	<a href="#">Philosophy</a>
0200	<a href="#">Goals For The School District</a>
0400	<a href="#">Comprehensive Plans</a>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0420	<a href="#">School Plans/Site Councils</a>
0420	<a href="#">School Plans/Site Councils</a>
0440	<a href="#">District Technology Plan</a>
0440	<a href="#">District Technology Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0460	<a href="#">Local Control And Accountability Plan</a>
0500	<a href="#">Accountability</a>
1400	<a href="#">Relations Between Other Governmental Agencies And The Schools</a>

2210	<a href="#">Administrative Discretion Regarding Board Policy</a>
3100	<a href="#">Budget</a>
3100	<a href="#">Budget</a>
3260	<a href="#">Fees And Charges</a>
3260	<a href="#">Fees And Charges</a>
3290	<a href="#">Gifts, Grants And Bequests</a>
3600	<a href="#">Consultants</a>
3600-E(1)	<a href="#">Consultants</a>
4113	<a href="#">Assignment</a>
4113	<a href="#">Assignment</a>
4119.22	<a href="#">Dress And Grooming</a>
4131	<a href="#">Staff Development</a>
4219.22	<a href="#">Dress And Grooming</a>
4231	<a href="#">Staff Development</a>
4319.22	<a href="#">Dress And Grooming</a>
5126	<a href="#">Awards For Achievement</a>
5126	<a href="#">Awards For Achievement</a>
5137	<a href="#">Positive School Climate</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
5145.3	<a href="#">Nondiscrimination/Harassment</a>
6143	<a href="#">Courses Of Study</a>
6143	<a href="#">Courses Of Study</a>
6157	<a href="#">Distance Learning</a>
6162.5	<a href="#">Student Assessment</a>
6164.2	<a href="#">Guidance/Counseling Services</a>
6164.2	<a href="#">Guidance/Counseling Services</a>
6164.5	<a href="#">Student Success Teams</a>
6164.5	<a href="#">Student Success Teams</a>
6173	<a href="#">Education For Homeless Children</a>
6173	<a href="#">Education For Homeless Children</a>
6173-E(1)	<a href="#">Education For Homeless Children</a>
6173-E(2)	<a href="#">Education For Homeless Children</a>
6173.1	<a href="#">Education For Foster Youth</a>
6173.1	<a href="#">Education For Foster Youth</a>
6174	<a href="#">Education For English Learners</a>

6175	<a href="#"><u>Migrant Education Program</u></a>
6175	<a href="#"><u>Migrant Education Program</u></a>
6179	<a href="#"><u>Supplemental Instruction</u></a>
6179	<a href="#"><u>Supplemental Instruction</u></a>
7110	<a href="#"><u>Facilities Master Plan</u></a>
9310	<a href="#"><u>Board Policies</u></a>

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **UNIFORM COMPLAINT PROCEDURES – BP and AR 1312.3: Revisions (Torres)**

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The policy and regulation have been updated to reflect changes in laws, as recommended by the California School Boards Association (CSBA). New language is identified in red italics and yellow highlights, while language that will be deleted has been strikedthrough and highlighted.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached policy and regulation for first reading, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 1312.3 Uniform Complaint Procedures \(two pages\)](#)

[AR 1312.3 Uniform Complaint Procedures \(14 pages\)](#)

[Exhibit 1312.3-E\(1\) v1 \(one page\)](#)

[Exhibit 1312.3-E\(2\)v1 \(two pages\)](#)

**UNIFORM COMPLAINT PROCEDURES**

The Governing Board recognizes that the district has the primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. The Board encourages **the** early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

**Complaints Subject to UCP**

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)  
(cf. 5146 - Married/Pregnant/Parenting Students)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)  
(cf. 6200 - Adult Education)
3. After School Education and Safety programs (Education Code 8482-8484.65)  
(cf. 5148.2 - Before/After School Programs)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)
6. Child care and development programs (Education Code 8200-**8488 8498**)  
(cf. 5148 - Child Care and Development)
7. Compensatory education (Education Code 54400)  
(cf. 6171 - Title I Programs)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content, **when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met** (Education Code

**UNIFORM COMPLAINT PROCEDURES** (continued)

51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on **a the** person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, **and** students formerly in a juvenile court school, **migrant students, and immigrant students participating in a newcomer program** (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

14. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

**UNIFORM COMPLAINT PROCEDURES** (continued)

16. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

20. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

22. State preschool programs (Education Code ~~8207-8225~~ 8235-8239.4)

(cf. 5148.3 - Preschool/Early Childhood Education)

23. State preschool health and safety issues in license-exempt programs (Education Code ~~8212~~ 8235.5))

24. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee

**UNIFORM COMPLAINT PROCEDURES** (continued)

shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

**Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

**UNIFORM COMPLAINT PROCEDURES** (continued)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. **Any complaint alleging that a student, while in an education program or activity in which the district exercises substantial control over the context and respondent, was subjected to sexual harassment as defined in 34 CFR 106.30 shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.**

43. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

54. Any complaint alleging a violation of a state or federal law or regulation related to special education, **(FAPE), or failure or refusal to implement** a due process hearing order **to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE** a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

65. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

76. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

87. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

**UNIFORM COMPLAINT PROCEDURES** (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-~~8488~~ ~~8498~~ Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289-32289.5 School safety plan, uniform complaint procedure

35186 Williams uniform complaint procedure

46015 Parental Leave for students

~~48645.7~~ Juvenile court schools

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:

49069.5 Records of foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51222 Physical education, secondary schools

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

51226-51226.1-Career-technical education

51228.1-51228.3 Courses periods without educational content

52059.5 Statewide system of support

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

52300-52462 Career technical education

52500-~~52617~~ ~~52616.24~~ Adult schools

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process; school plan for student achievement

65000-65001 School site councils

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment Housing Act

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3200-3205 Special education compliance complaints

4600-4670~~87~~ Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

**UNIFORM COMPLAINT PROCEDURES (continued)***Legal Reference:(Continued)*

4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs  
 4900-4965 Nondiscrimination in elementary and secondary education programs  
 15580-15584 Child nutrition programs complaint procedures  
UNITED STATES CODE, TITLE 20  
 1221 Application of laws  
 1232g Family Educational Rights and Privacy Act  
 1681-1688 Title IX of the Education Amendments of 1972  
 6301-65767 Title I Improving the **aAcademic aAchievement of the dDisadvantaged**  
 6801-7014 Title III language instruction for **limited English proficient English Learners** and immigrant students  
UNITED STATES CODE, TITLE 29  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age Discrimination Act of 1975  
 11431-11435 McKinney-Vento Homeless Assistance Act  
 12101-12213 Title II equal opportunity for individuals with disabilities  
CODE OF FEDERAL REGULATIONS, TITLE 28  
 35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
 99.1-99.67 Family Educational Rights and Privacy Act  
 100.3 Prohibition of discrimination on basis of race, color or national origin  
 104.7 Designation of responsible employee for Section 504  
 106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:  
 106.8 Designation of responsible employee **and adoption of grievance procedures for Title IX**  
 106.9 Notification of nondiscrimination on basis of sex  
**106.30 Definitions**  
**106.44 Response to notice of sexual harassment**  
**106.45 Titles IX sexual harassment complaint procedures**  
 110.25 Notification of nondiscrimination on the basis of age

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS  
**Sample UCP Board Policies and Procedures**  
Uniform Complaint Procedure 2021-22 2020-21 Program Instrument  
**Sample UCP Board Policies and Procedures**  
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
**Questions and Answers on the Title IX Regulations on Sexual Harassment, July 2021**  
**Part I: Questions and Answers Regarding the Department's Title IX Regulations, January 2021**  
Dear Colleague Letter, September 22, 2017  
Dear Colleague Letter: Title IX Coordinators, April 2015  
Dear Colleague Letter: Harassment and Bullying, October 2010  
 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS  
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS  
 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, **2007 2002**  
 WEB SITES

**UNIFORM COMPLAINT PROCEDURES** (continued)

Legal Reference:(Continued)

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

California Department of Social Services: <https://www.cdss.ca.gov>

Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/opepd/sppo>

U.S. Department of Agriculture: <https://www.usda.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

adopted: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18, 2017; August 4, 2021; **May 4, 2022**

**OXNARD SCHOOL DISTRICT**

Oxnard, California

**UNIFORM COMPLAINT PROCEDURES**

Except as **the Governing Board** may otherwise **be** specifically provided **d** in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in the accompanying Board Policy.

- (cf. 1312.1 - Complaints Concerning District Employees)
- (cf. 1312.2 - Complaints Concerning Instructional Materials)
- (cf. 1312.4 - Williams Uniform Complaint Procedures)
- (cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for **receiving**, coordinating, **and investigating** ~~the district's response to~~ complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful such as discriminatory harassment, intimidation, or bullying and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. **The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.**

- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

Assistant Superintendent, Human Resources  
 (title or position)

1051 South A Street, Oxnard, CA 93030  
 (address)

(805) 385-1501 ext. 2050  
 (telephone number)

certificatedhr@oxnardsd.org  
 (email)

**UNIFORM COMPLAINT PROCEDURES (continued)**

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination harassment, intimidation, or bullying; applicable standards for reaching decisions on complaints; and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, an appropriate administrator shall determine whether interim measures are necessary during an investigation and while the result is pending. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

**UNIFORM COMPLAINT PROCEDURES (continued)**

- (cf. 0420 - School Plans/Site Councils)
- (cf. 1220 - Citizen Advisory Committees)
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
- (cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate
3. A statement that a UCP complaint except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than one year from the date the alleged violation occurred
4. A statement that a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct.
5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

*(cf. 3260 - Fees and Charges)*

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)  
*(cf. 3260 - Fees and Charges)*

7. A statement that the district will post a standardized notice of the educational **and graduation requirements** rights of foster youth, homeless students, **children of military families, and** former juvenile court school students now enrolled in the district, **children of military families, migrant students, and immigrant students enrolled in a newcomer program,** as specified in Education Code **48645.7,** 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

**UNIFORM COMPLAINT PROCEDURES (continued)**

- (cf. 6173 - Education for Homeless Children)
- (cf. 6173.1 - Education for Foster Youth)
- (cf. 6173.2 - Education of Children of Military Families)
- (cf. 6173.3 - Education for Juvenile Court School Students)
- (cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP as specified in the accompanying Board policy, the complainant has a right to appeal the district's investigation report to the California Department of Education CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 30 calendar days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal laws prohibiting discrimination, harassment, intimidation, or bullying, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district **and district school** web sites and may be provided through district-supported social media, if available.

- (cf. 1113 - District and School Web Sites)
- (cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's UCP policy, regulation, forms, and notices shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

**UNIFORM COMPLAINT PROCEDURES (continued)****Filing of Complaints**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. ***If a site administrator not designated as a compliance officer receives a complaint, the site administrator shall notify the compliance officer.***

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR **4600 4630**)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.
3. A UCP complaint, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying, shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the **Governing** Board. (5 CCR 4630)
4. A complaint alleging unlawful discrimination harassment, intimidation, or bullying may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. **(5 CCR 4630)**
5. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)  
complainant setting forth the reasons for the extension. (5 CCR 4630)
6. A complaint alleging unlawful discrimination harassment, intimidation, or bullying is

**UNIFORM COMPLAINT PROCEDURES (continued)**

filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

7. When a complainant of unlawful discrimination harassment, intimidation, or bullying or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

**Mediation**

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation to resolve the complaint. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination harassment, intimidation, or bullying, the compliance officer shall ensure that all parties agree to permit the mediator access to all relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

**Investigation of Complaint**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the

**UNIFORM COMPLAINT PROCEDURES (continued)**

complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform the parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination harassment, intimidation, or bullying, the compliance officer shall interview the alleged victim(s), any alleged offender(s), and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

**Timeline for Investigation Report**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination harassment, intimidation, and bullying, the respondent shall be informed of any extension of the timeline agreed to by the complainant. ~~The respondent also shall be sent the investigation report at the same time it is provided to the complainant.~~

**UNIFORM COMPLAINT PROCEDURES (continued)**

**Investigation Report**

For all complaints, the district's investigation report shall include: (5 CCR 4631)

- (1) The findings of fact based on the evidence gathered
- (2) A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law;
- (3) Corrective actions, whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600
- (4) Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610
- (5) Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination, harassment, intimidation, and bullying, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient (**LEP**) student or parent/guardian then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

For complaints alleging unlawful discrimination based on state law harassment, intimidation, and bullying, based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including, **but not limited to, injunctions, restraining orders**

**UNIFORM COMPLAINT PROCEDURES** (continued)

***or other remedies or orders,*** ~~seeking assistance from mediation centers or public/private interest attorneys,~~ 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination, harassment, intimidation, or bullying, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling  
(cf. 6164.2 - Guidance/Counseling Services)
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice

**UNIFORM COMPLAINT PROCEDURES (continued)**

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints of retaliation or unlawful discrimination harassment, intimidation, or bullying, involving a student as the respondent, appropriate corrective actions that may be provided to the student include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

When an employee is found to have committed retaliation or unlawful discrimination harassment, intimidation, or bullying, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination, harassment, intimidation, or bullying, that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

**UNIFORM COMPLAINT PROCEDURES (continued)**

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, **51228.3**, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district, **by engaging in reasonable efforts**, shall attempt in good faith, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

**Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including at least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the district's investigation report are not supported by substantial evidence.
4. The legal conclusion in the district's investigation report is inconsistent with the law.
5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the district's investigation report

**UNIFORM COMPLAINT PROCEDURES (continued)**

3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

**Health and Safety Complaints in License-Exempt Preschool Programs**

Any complaint regarding health or safety issues in a license-exempt **California State Preschool Program (CSPP)** program shall be addressed through the procedures described in 5 CCR 4690-4694.

In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925, a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. For the purpose, the Superintendent or designee may download and post a notice available from the CDE web site.(Education Code **8212 8235.5**; 5 CCR 4691)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint, contain a space to indicate whether the complainant desires a response to the complaint, and allow a complainant to add as much text as desired to explain the complaint. (Education Code **8212 8235.5**; 5 CCR 4690)

**UNIFORM COMPLAINT PROCEDURES** (continued)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority (Education Code **8212 8235.5**; 5 CCR 4692)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code **8212 8235.5**; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code **8212 8235.5**; 5 CCR 4692)

If a complaint regarding health or safety issues in a license-exempt CSPP program involves an **LEP limited-English-proficient** student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled **hearing meeting** and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code **8212 8235.5**; 5 CCR 4693, 4694)

All complaints and responses are public records. (5 CCR 4690)

*(cf. 1340 – Access to District Records)*

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent **of Schools**. (5 CCR 4693)

**UNIFORM COMPLAINT PROCEDURES** (continued)

Regulation

approved: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18, 2017; May 16, 2018; August 4, 2021; **May 4, 2022**

**OXNARD SCHOOL DISTRICT**

Oxnard, California

***UNIFORM COMPLAINT PROCEDURES***

***NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS***

*Parents/Guardians, Students, and Teachers:*

*Pursuant to Education Code 8212, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:*

- 1. Outdoor shade that is safe and in good repair*
- 2. Drinking water that is accessible and readily available throughout the day*
- 3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children*
- 4. Restroom facilities that are available only for preschoolers and kindergartners*
- 5. Visual supervision of children at all times*
- 6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time*
- 7. Playground equipment that is safe, in good repair, and age appropriate*

*If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's uniform complaint procedures as required by law. A complaint form may be obtained at the school or district office, or downloaded from the school or district web site.*

*You may also download a copy of the California Department of Education complaint form when available from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.*

*Exhibit  
adopted: May 4, 2022*

***OXNARD SCHOOL DISTRICT***  
*Oxnard, California*

**UNIFORM COMPLAINT PROCEDURES**

**PRESCHOOL COMPLAINT FORM: UNIFORM COMPLAINT PROCEDURES**

Education Code 8212 requires that the district's uniform complaint procedures be used for the filing of complaints concerning noncompliance with health and safety standards for license exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested?  Yes  No

Contact information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- The preschool does not have outdoor shade that is safe and in good repair.
- Drinking water is not accessible and/or readily available throughout the day.
- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- Restroom facilities are not available only for preschoolers and kindergartners.
- The preschool program does not provide visual supervision of children at all times.

- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.*
- Playground equipment is not safe, in good repair, or age appropriate.*

*Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.*

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*Please file this complaint at the following location:*

*Assistant Superintendent, Human Resources*  
*(preschool administrator or designee)*  
*1051 South A Street, Oxnard, California 93030*  
*(address)*

*Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.*

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*(Signature)* *(Date)*

*Exhibit* ***OXNARD SCHOOL DISTRICT***  
*adopted: May 4, 2022* *Oxnard, California*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading of Board Policies AP/BP 5148.3 Preschool/Early Childhood Education (DeGenna/Valdes)**

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The Board Policies AP/BP 5148.3 Preschool/Early Childhood Education has been updated based on the recommendations by CSBA (California School Board Association). The added language is indicated by bold font, deleted language is indicated by strikethrough and highlighted. The Board Policies will be presented for a second reading and adoption at the May 4, 2022 Board Meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Early Childhood Education that the Board of Trustees receive the revision of Board Policies AP/BP 5148.3 Preschool/Early Childhood Education as the first reading as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [AR 5148.3 OSD Preschool-Early Childhood Education \(11 pgs\).pdf](#)  
[BP 5148.3 OSD Preschool Early Childhood Education \(5 pgs\).pdf](#)

**Regulation AR 5148.3: Preschool/Early Childhood Education**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011

Three-year-old children means children who will have their third birthday on or before December 1 of the fiscal year in which they are enrolled in a program approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP). Children who have their third birthday on or after December 2 of the fiscal year, may be enrolled in a CSPP program on or after their third birthday. (Education Code 8205)

Four-year-old children means children who will have their fourth birthday on or before December 1 of the fiscal year in which they are enrolled in a CSPP program, or a child whose fifth birthday occurs after September 1 of the fiscal year in which they are enrolled in a CSPP program and whose parent or guardian has opted to retain or enroll them in a CSPP program. (Education Code 8205)

When approved by the California Department of Education CDE under the California State Preschool Program (CSPP), the district may operate and/or collaborate with agencies who operate one or more part-day and/or full-day preschool programs in accordance with law and the terms of the state contract with CDE.

(cf. 5148 - Child Care and Development)

~~(cf. 5148.1 – Child Care Services for Parenting Students)~~

~~(cf. 5148.2 – Before/After School Programs)~~

The district's CSPP program shall include all of the following: (Education Code 8207)

1. Age and developmentally appropriate activities for children
2. Supervision
3. Parenting education and parent engagement
4. Social services that include, but are not limited to, identification of child and family needs and referral to appropriate agencies
5. Health services
6. Nutrition
7. Training and career ladder opportunities, documentation of which shall be provided to CDE
8. Physical activity to support children's health

**The district's preschool program shall include all required program components for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development.**

### **Minimum Hours/Days of Operation**

**The district's part-day preschool program shall operate a minimum of three hours per day excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8207; 5 CCR 18136)**

**The district's full-day program shall operate for a minimum of 246 days per year, unless otherwise specified in the program's contract. (Education Code 8207)**

### **Staffing**

**The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. (Education Code 8241, 5 CCR 18135, 18290)**

**(cf. 1240 - Volunteer Assistance)**

**(cf. 6020 - Parent Involvement)**

**Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)**

**(cf. 0470 - COVID-19 Mitigation Plan)**

**(cf. 4112.4/4212.4/4312.4 - Health Examinations)**

**(cf. 4112.6/4212.6/4312.6 - Personnel Files)**

**In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.**

### **Family Literacy Services**

**When any district preschool program receives funding for family literacy services pursuant to Education Code 8221, the Superintendent or designee shall coordinate the provision of: (Education Code 8220)**

1. **Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development**
2. **Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:**
  - a. **Providing support for the educational growth and success of their children**
  - b. **Improving parent-school communications and parental understanding of school structures and expectations**
  - c. **Becoming active partners with teachers in the education of their children**
  - d. **Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral**
3. **Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians**

(cf. 6200 - Adult Education)

4. **Staff development for teachers in participating classrooms that includes, but is not limited to:**
  - a. **Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies**
  - b. **Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms**
  - c. **Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities**
  - d. **Providing targeted interventions for all young children to improve kindergarten readiness upon program completion**

(cf. 4131 - Staff Development)

Eligibility and Enrollment Priorities for ~~Full-Day and~~ Part-Day Programs

~~Children eligible for the district's full-day or part-day CSPP program include those who will have their third or fourth birthday on or before December 2 of the fiscal year in which they are enrolled in the program. (Education Code 8235, 8236)~~

~~The Superintendent, designee or collaborating partner shall refer to the county's centralized eligibility list to identify children in need of services.~~

~~Children shall be eligible for subsidized services if their family meets one or more of the criteria specified in Education Code 8263 and 8263.1. (Education Code 8235)~~

For a child to be eligible for a full-day program, his/her family shall, in addition to meeting the above criteria, demonstrate need for the services due to any of the following circumstances: (Education Code 8235, 8263)

1. The child is identified by a legal, medical, or social services agency or emergency shelter as a recipient of protective services, as at risk of being neglected, abused, or exploited.

2. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; are employed or seeking employment; seeking permanent family housing; or are incapacitated.

First priority for enrollment in any CSPP program shall go to neglected or abused children age 3-4 years who are recipients of child protective services or who are at risk of being neglected, abused, or exploited, upon written referral from a legal, medical, or social service agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8236)

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

After all such children are enrolled, the district shall give priority to eligible children age 4 years prior to enrolling eligible children age 3 years. (Education Code 8236)

**A three-year-old or four-year-old child is eligible for a part-day CSPP program if the child's family is one of the following: (Education Code 8208)**

1. **A current aid recipient**
2. **Income eligible**
3. **Homeless**
4. **One whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected or exploited**

After all eligible three- and four-year-old children have been enrolled as provided above, a part-day CSPP program may provide services to children in families whose income is no more than 15 percent above the income eligibility threshold, as described in Education Code 8213. No more than 10 percent of all the children enrolled in the CSPP program shall be from families above the income eligibility threshold. (Education Code 8208)

In addition, after all otherwise eligible children have been enrolled as provided in the paragraphs above, a part-day CSPP program may provide services to three- and four-year-old children in families whose income is above the income eligibility threshold if those children are children with disabilities. Such children with disabilities enrolled in part-day CSPP program shall not count towards the 10-percent limit described above. (Education Code 8208)

**A CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch may enroll four-year-old children after all otherwise eligible children have been enrolled as provided in the paragraphs above. (Education Code 8208 and 8217)**

**The district shall certify eligibility and enroll families into their program within 120 calendar days prior to the first day of the beginning of the new preschool year. Subsequent to enrollment, a child shall be deemed eligible for a part-day CSPP program for the remainder of the program year. (Education Code 8208)**

**The district shall give priority for part-day CSPP programs as follows: (Education Code 8210)**

- 1. The first priority for services shall be given to three-year-old or four-year-old children who are recipients of child protective services or who are at risk of being neglected, abused, or exploited and for whom there is a written referral from a legal, medical, or social service agency. If the district is unable to enroll a child in this first priority category, the district shall refer the child's parent/guardian to local resources and referral services so that services for the child can be located.**
- 2. The second priority for services shall be given to eligible four-year-old children who are not enrolled in a state-funded transitional kindergarten (TK) program. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent of Public Instruction (SPI) at the time of enrollment, shall be enrolled first.**

**If two or more families have the same income ranking according to the most recent schedule of income ceiling eligibility table, a child with disabilities shall be enrolled first. If there are no families with a child with disabilities, the child that has been on the waiting list for the longest time shall be admitted first.**

- 3. The third priority shall be given to eligible three-year-old children. Within this priority category, eligible children with the lowest income according to the income ranking on the most recent schedule of income ceiling eligibility table, as published by the Superintendent at the time of enrollment, shall be enrolled first.**
- 4. The fourth priority, after all otherwise eligible children have been enrolled, shall be children from families whose income is no more than 15 percent above the eligibility income threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.**
- 5. The fifth priority, after all otherwise eligible children have been enrolled, shall be a child with disabilities whose family's income is above the income eligibility threshold, as described in Education Code 8213. Within this priority category, priority shall be given to four-year-old children before three-year-old children.**
- 6. After all otherwise eligible children have been enrolled in the first through fifth priority categories, as described in Items #1-5 above, a CSPP program site operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old children whose families reside within the attendance boundary of the qualified elementary school. These children shall, to the extent possible, be enrolled by lowest to highest income according to the most recent schedule of income ceiling eligibility table.**

### **Additional Requirements for Part-Day Program**

The district's part-day CSPP program shall operate a minimum of three hours per day but less than four hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235)

(cf. 6111 – School Calendar)

(cf. 6112 – School Day)

After all eligible children have been enrolled, the program may fill up to 10 percent of its enrollment, calculated throughout the entire contract, with children whose family income is no more than 15 percent above the income eligibility threshold. (Education Code 8235)

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the part-day program for the remainder of the program year. (Education Code 8237)

Fees shall not be assessed for families whose children are enrolled in the part-day program. (Education Code 8235)

### **Eligibility and Enrollment Priorities for Full-Day CSPP Programs**

A three-year-old or four-year-old child is eligible for a full-day CSPP program if the family meets both of the following requirements: (Education Code 8208)

1. The child's family is a current aid recipient, income eligible, homeless, or one whose children are recipients of child protective services, or whose children have been identified as being abused, neglected, or exploited, or at risk of being abused, neglected, or exploited.
2. The child's family needs the childcare services because of either the following:
  - a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services; as being or at risk of being neglected, abused, or exploited; or as being homeless
  - b. The parents/guardians are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

After all families meeting the criteria specified in Items #1 and 2 above have been enrolled, a full-day CSPP program may provide services to three- and four-year-old children in families who do not meet at least one of the criteria in Item #2 above. (Education Code 8208)

After all otherwise eligible children have been enrolled as provided above, a CSPP program operating within the attendance boundary of a school where at least 80 percent of students are eligible for free and reduced price lunch as described in Education Code 8217 may enroll any four-year-old child. (Education Code 8208)

Upon establishing initial eligibility or ongoing eligibility for a full-day CSPP program, a family shall be considered to meet all eligibility and need requirements for those services for not less than 12 months, shall receive those services for not less than 12 months before having eligibility or need recertified, and shall not be required to report changes to income or other changes for at least 12 months. However, a family that establishes initial eligibility or ongoing eligibility on the basis of income shall report increases in income that exceed the threshold for ongoing income eligibility, as described in Education Code 8213, and the family's ongoing eligibility for services shall at that time be recertified. In addition, a family may, at any time, voluntarily report income or other changes. This information shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of the family's eligibility before recertification. (Education Code 8208)

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

#### Additional Requirements for Full-Day Program

Full-day CSPP program shall operate the number of hours per day necessary to meet the child care and development needs of families and for a minimum of 246 days per year, unless otherwise specified in the program's contract. (Education Code 8235)

(cf. 3260 - Fees and Charges)

#### Additional Requirements for Prekindergarten and Family Literacy Programs

Prekindergarten and family literacy programs offered by the district and/or collaborating agencies prior to July 1, 2009, shall continue to provide classes in the attendance area of elementary schools in deciles 1-3 on the 2005 base Academic Performance Index. (Education Code 8238.4)

Such programs shall operate a minimum of 175 days for part-day services and 246 days for full-day, full-year services unless otherwise specified in the contract. (Education Code 8238.4)

Prekindergarten and family literacy programs shall provide: (Education Code 8238-8238.3)

1. Age and developmentally appropriate activities that are designed to facilitate children's transition to kindergarten

2. Opportunities for parents/guardians to work with their children on interactive literacy activities as defined in Education Code 8238

(cf. 6020 - Parent Involvement)

3. Coordination of parenting education for parents/guardians of participating children to support their children's development of literacy skills

4. Referrals to providers of adult education and English as a second language as necessary to improve parents/guardians' academic skills

(cf. 6200 - Adult Education)

**5. Staff development of participating teachers in accordance with Education Code 8238.3**

**(cf. 4131 – Staff Development)**

**The district and/or collaborating agencies may select a family literacy and education coordinator to coordinate the provision of literacy services to families in the district and community, create an organizational partnership between the program(s) and adult education programs in the district or community, and promote parent/guardian involvement in participating classrooms. (Education Code 8238.2)**

**Notice of Action**

**Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.**

**The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)**

**(cf. 5145.6 - Parental Notifications)**

**Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)**

- 1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified**
- 2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing**
- 3. An indication by the parent/guardian that the parent/guardian no longer wants the service**
- 4. The death of a parent/guardian or child**
- 5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate**

**For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18081, 18084, 18130, 18133)**

**(cf. 1340 - Access to District Records)**

**(cf. 3580 - District Records)**

**(cf. 5125 - Student Records)**

## **Combined Preschool/Transitional Kindergarten Classroom**

**When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8207, 48000)**

- 1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.**
- 2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.**
- 3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.**
- 4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.**
- 5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.**
- 6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.**

*(cf. 5111 - Admission)*

*(cf. 6170.1 - Transitional Kindergarten)*

## **Fees and Charges**

**Fees for participation in the district's full-day CSPP program shall be assessed and collected in accordance with the fee schedule established by the {SPI} in conjunction with the California Department of Social Services. (Education Code 8252; 5 CCR 18078)**

**However, for the 2021-2022 school year, family fees shall not be collected as specified in Education Code 8252.**

*(cf. 3260 - Fees and Charges)*

**In addition, no fee shall be charged to an eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8253; 5 CCR 18110)**

**A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8253)**

**The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8254)**

### **Disenrollment Based on Reduced Funding**

**When necessary to disenroll families from subsidized preschool services, families shall be disenrolled in reverse priority order for services as specified in Education Code 8210 and 8211 and as described above in the sections "Eligibility and Enrollment Priority for Part-Day CSPP Programs" and "Eligibility and Enrollment Priority for Full-Day CSPP Programs." (Education Code 8214)**

### **Expulsion/Unenrollment Based on Behavior**

**A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8222)**

- 1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program**
  
- 2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child**

**(cf. 6159 - Individualized Education Program)**

- 3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child**

**If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. The district may then unenroll the child. The district shall have up to 180 days to complete the actions described above. (Education Code 8222)**

**Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.**

### **Parent Hearing**

**If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)**

**The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)**

**Policy BP 5148.3: Preschool/Early Childhood Education**

**Status:** ADOPTED

**Original Adopted Date:** 11/02/2011

The Governing Board of Trustees recognizes the value of that high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, and abilities for children ages 3-4 years help them develop knowledge, skills, and attributes necessary to be successful in school and provide for a smooth transition into the elementary education program. Such programs should provide developmentally appropriate activities in a safe, well-supervised, cognitively rich environment. The Board desires to provide a supervised, and cognitively rich environment designed to facilitate the transition to Kindergarten for three- and four-year-old children.

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

**Collaboration with Community Programs**

The Superintendent or designee may shall collaborate with other agencies, organizations the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a community-wide comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

*(cf. 1020 - Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 1700 - Relations Between Private Industry and the Schools)*

**(cf.5148 - Child Care and Development)**

The Superintendent or designee shall provide information about preschool options in the community may be provided to parents/guardians upon request.

~~The Superintendent or designee shall establish partnerships with feeder preschools to facilitate articulation of the preschool curriculum with the district's elementary education program.~~

**District Preschool Programs**

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and

address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, ~~In so doing, the Board shall give~~ **giving** consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

~~(cf. 0520.1 – High Priority Schools Grant Program)~~

~~(cf. 0520.2 – Title I Program Improvement Schools)~~

~~(cf. 0520.4 – Quality Education Investment Schools)~~

**(cf. 6171 - Title I Programs)**

~~On a case-by-case basis, the Board shall determine whether the district shall directly administer preschool programs or contract with public or private providers to offer such programs.~~

~~Facilities for preschool classrooms~~ **Preschool classroom needs** shall be addressed in the district's ~~comprehensive~~ facilities **master** plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations.

**(cf. 1330.1 Joint Use Agreement)**

(cf. 7110 - Facilities Master Plan)

(cf. 7210 - Facilities Financing)

~~To enable children of working parents/guardians to participate in the district's preschool program, the Superintendent or designee shall recommend strategies to provide a full-day program and/or to link to other full-day child care programs in the district or community to the extent possible.~~

~~(cf. 5148 - Child Care and Development)~~

~~(cf. 5148.1 – Child Care Services for Parenting Students)~~

~~(cf. 5148.2 – Before/After School Programs)~~

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning. ~~Program staff shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.~~

~~(cf. 1240 – Volunteer Assistance)~~

**(cf. 5020 – Parent Rights and Responsibilities)**

(cf. 6020 - Parent Involvement)

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK) and elementary program to provide a developmental continuum that builds upon children's growing skill and knowledge.

A child's eligibility for TK enrollment shall not impact family eligibility for a preschool or child care program. (Education Code 8205, 48000)

(cf. 6001 – Academic Standards)

(cf. 6170.1 – Transitional Kindergarten)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks published developed by the California Department of Education CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program components shall address be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional, physical, and cognitive development in key areas that are necessary for kindergarten readiness.

The district's program shall implement teaching strategies aligned to the preschool curriculum. Framework published by CDE which identifies overall approaches for teachers to support children's learning through environments and experience that are; developmentally appropriate, reflective of thoughtful observation and intentional planning, and individually and culturally meaningful.

The district's preschool program shall provide appropriate include activities and services to support that meet the needs of English dual language learners and children with disabilities for support in the development of their home language and English. (Education Code 8203).

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

(cf. 6174 – Education for English Language Learners)

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

(cf. 0415 - Equity)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

To maximize the ability of children to succeed in the preschool program, program staff shall support children's health through proper nutrition and physical activity and shall provide or make referrals to health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)

(cf. 5030 - Student Wellness)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

**The district shall encourage volunteerism by families participating in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.**

**(cf. 1240 - Volunteer Assistance)**

The Superintendent or designee shall ensure that administrators, teachers, and **Paraeducators** **paraprofessionals** in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/**4212.5**/4312.5 - Criminal Record Check)

(cf. 4131 - Staff Development)

~~(cf. 4212.5 - Criminal Record Check)~~

(cf. 4222 - Teacher Aides/ **Paraeducators** ~~Paraprofessionals~~)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

**Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)**

**The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8208, 8210, and 8211 and 5 CCR 18106.**

**The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's preschool program is offered.**

**The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of preschool children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)**

**When a district CSPP program is physically closed by local or state public health order due to the COVID-19 pandemic, the district shall provide distance learning to preschool children when required to do so as a condition of funding or when required by law.**

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

**The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8212; 5 CCR 4610, 4611, 4690-4694)**

**(cf. 1312.3 - Uniform Complaint Procedures)**

The Superintendent or designee shall regularly report to the Board regarding enrollments in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

~~(cf. 6190 - Evaluation of the Instructional Program)~~

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** April 20, 2022

**Agenda Section:** Section G: Conclusion

### **Superintendent's Report (3 minutes)**

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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:** April 20, 2022

**Agenda Section:** Section G: Conclusion

### **Trustees' Announcements (3 minutes each speaker)**

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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:** April 20, 2022

**Agenda Section:** Section A: Preliminary

**ADJOURNMENT**

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Moved:

Seconded:

Vote:

Time Adjourned \_\_\_\_\_

**ROLL CALL VOTE:**

Cordes \_\_\_\_, Martinez \_\_\_\_, Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Robles-Solis \_\_\_\_

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

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

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A