

# 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  
**Ruth F. Quinto, CPA**  
Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Victor M. Torres**  
Assistant Superintendent,  
Human Resources  
**Dr. Anabolena DeGenna**  
Assistant Superintendent,  
Educational Services

## AGENDA

### 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](http://osdtv.oxnardsd.org)

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

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

**Section A: PRELIMINARY**

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

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

ROLL CALL VOTE:

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

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

Ms. Allison Cordes, Principal, Lemonwood School, will introduce Jocelyn Leon, 5th grade student in Ms. Prado's class, who will lead the audience in the Pledge of Allegiance.

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

The District's Mission and Vision Statement will be read in English by Nethzary Villa, 8th grade student at Lemonwood, and in Spanish by Kamilah Marie Alatorre, 5th grade student in Ms. Medrano's class at Lemonwood.

**A.4. Presentation by Lemonwood School**

Ms. Allison Cordes, Principal, Lemonwood School, will provide a short presentation to the Board regarding Lemonwood. Tokens of appreciation will be forwarded via U.S. Mail to the Lemonwood students that participated in the Board Meeting.

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

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar. Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. 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

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

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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)**

**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. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)**

Introduction of Newly Appointed Oxnard School District Administrators:

- Brian Blevins, Principal
- Elva Gonzales-Nares, Principal
- Erika Ragan, Principal

**A.11. Recognition of Retirees (Aguilera-Fort)**

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

CERTIFICATED		CLASSIFIED	
Martha Barrett	Nena Lucero	Lyle Connor	Susan Littell
Lisa Contreras	Diane MacIntyre	John Cooper	Irma Lopez
Pamela Cwiklo	Kerry Ann Magner-Varela	Carlos Delgado	Melvina Miller
Suzanne Dempsey	Emilie Martin	Leonida Fierro	Vonna Moody
Wendy Garner	Shelley Penner	Ricardo Fierro	Yen Kim Nguyen
Rose Gonzales	Juliana Rivera Moreno	Lydia Frontuto	Steven Pierce
Emily Hilpert	Nancy Rodriguez	Rosa Garcia	Maria Rivera
Joan Hoskins	Michael Stalvey	Steven Grajeda	Mario Ruiz
Michael Hunt	Derek Turner	Olivia Gutierrez	Susana Ultreras
Rose LeDonne	Esther Vargas	Maria Hernandez	Esther Yrigoyen Hong
Margarita Llanes	Allison Wilder	Laurie Holland	

**A.12. Presentation of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Quinto/CFW)**

The Board of Trustees will receive a presentation regarding the June 2021 Semi-Annual Implementation Program Update, for adoption at the August 4, 2021 regular Board meeting.

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## Section B: PUBLIC COMMENT/HEARINGS

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

Instructions on how to comment on Zoom via web or phone are available at:  
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.  
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

Las instrucciones para comentar en Zoom vía video conferencia o por teléfono están disponibles en:  
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.  
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

## 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:

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

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

### C.1. Certification of Signatures (Quinto)

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

### C.2. Selection of Vendors for Child Nutrition Program (Quinto/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors

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for the Child Nutrition Program for the 2021-22 school year, as presented.

**C.3. Enrollment Report (Quinto)**

District enrollment as of May 31, 2021 was 15,093. This is 596 less than the same time last year.

**C.4. Purchase Order/Draft Payment Report #20-09 (Quinto/Franz)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #20-09, as presented.

**C.5. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2021-2022 (Quinto/Franz)**

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services throughout Fiscal Year 2021-2022, as presented. Any fees incurred will be charged to end user's budget.

**C.6. Approval of Destruction of Records (Quinto/Franz)**

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of records that have reached the end of their hard copy retention period, as presented.

**C.7. Approval of Updated Triennial Ventura County Plan for Expelled Students, June 2021-2024 (DeGenna/Nocero)**

It is the recommendation of the Director of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Updated Triennial Plan for Expelled Students for June 2021-2024, as presented.

**C.8. Personnel Actions (Torres/Batista/Nair)**

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.9. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

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

**C.10. Approval of New Classification and Job Duties for MEP Maintenance and Energy Programs Manager (Torres/Nair)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of MEP Maintenance and Energy Programs Manager. This classification is being created as part of the Facilities department reorganization and will replace the vacant management position of Facilities Projects and Sustainability/Energy Manager. The Personnel Commission took action on June 10, 2021 to approve the new classification of MEP Maintenance and Energy Programs Manager and allocate the classification to salary range \$99,429 – \$118,128 of the management salary schedule.

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**C.11. Approval of New Classification and Job Duties for Administrative Assistant to Director, Certificated Human Resources (Torres/Nair)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of the Administrative Assistant to the Director, Certificated Human Resources. This new classification is being proposed to provide primary assistance to the Director to relieve her of administrative detail as it relates to highly sensitive and confidential situations. The Personnel Commission took action on June 10, 2021 to approve the new classification of Administrative Assistant to Director, Certificated Human Resources and allocate the classification to salary range 7.5 of the confidential salary schedule. This would equate to a monthly rate of \$4,107 – \$4,986 and a monthly confidential stipend of \$373.

**C.12. Approval of Maintenance Manager Salary Reallocation (Torres/Nair)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources, that the Board of Trustees approve the salary reallocation for the classification of Maintenance Manager, to align the position with the other entry level Facilities management positions which have the same level of responsibility and entry qualifications. The Personnel Commission took action on June 10, 2021 to reallocate the classification of Maintenance Manager to salary range \$65,193 – \$77,467 of the management salary schedule.

**C.13. Approval of Goals for Oxnard School District Strategic Plan (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees approve the goals for the Oxnard School District Strategic Plan that were presented at the June 2, 2021 Regular Board Meeting.

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following 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)**

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #3 to Agreement #18-01 with Durham School Services 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)**

It is the recommendation of the Director, Transportation Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #19-01 with Tyler Technologies Inc., to extend the agreement term 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)**

It is the recommendation of the Manager, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-177 with Art Trek Inc., to provide three components of the Summer Camp: staff to lead

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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)**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-179 with the Latino Film Institute Youth Cinema Project, 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #20-01, Roofing Project 2021 – Frank & Fremont, and enter into 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #20-02, Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, and enter into Agreement #20-181 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #21-03 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #21-04 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #21-05 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School, July 1, 2021 through June 30, 2022. CAPSLO will reimburse the District for the cost of the meals and

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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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #21-06 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools, 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)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-14 with Ventura Unified School District, 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)**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-15 with Tutorific, 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)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-16 with Ventura County Office of Education/SELPA, 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)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-17 with Diane Turini-Mize, 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)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-18 with CSBA's Practi-Cal Inc, 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.

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**C.29. Approval of Agreement/MOU #21-19 – Tutorific (DeGenna/Fox)**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-19 with Tutorific, 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)**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-20 with the Center for Teaching for Biliteracy, 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)**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-21 with Heinemann, 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)**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-23 with Tutorific, 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)**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-24 with LingPerfect Translations, Inc., 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)**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-25 with American Language Services, 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #21-26 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, for Vallarta Supermarket’s use of the Educational Service Center (ESC)

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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, CAFE Project 2Inspire (DeGenna/Ruvalcaba)**  
It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-27 with CAFE Project 2Inspire, 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.
- C.37. Approval of Agreement/MOU #21-28 – Oxnard Adult School, Oxnard Union High School District (DeGenna/Ruvalcaba)**  
It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-28 with Oxnard Adult School, OUHSD, 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)**  
It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees approve Agreement/MOU #21-29 with Butte County Office of Education/California Mini-Corps, 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)**  
It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-30 with Illuminate Education, 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)**  
It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-31 with Ellevation Education, 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)**  
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-32 with Pacific Oaks College, 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-**

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**Fort)**

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #21-33 with All Languages Interpreting & Translating, 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)**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-34 with Alliant International University Inc., 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)**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-35 with Pepperdine University, for Oxnard School District to provide Pepperdine University interns with access to appropriate resources for education including: access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the 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)**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-36 with FoodCorps Inc., 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees approve Agreement #21-37 with Frog Environmental Inc., 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)**

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-38 with ALC Schools, LLC., 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.

**C.48. Approval of Agreement #21-39 – Super Co-Op (Quinto/Lugotoff)**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-39 with Super Co-Op, for the San Mateo-Foster City School District (Lead Agency) to be

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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**

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)**

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-40 with Advanced Workplace Strategies Inc., 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)**

It is the recommendation of the Principal, Lopez Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-41 with Solution Tree Inc., 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)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-42 with Cooperative Strategies, LLC., 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)**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-43 with the Ventura County Office of Education. Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE Region 17), 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)**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-44 with Flewelling & Moody, Inc. 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.

**C.54. Approval of Agreement #21-45, School Services of California (Quinto)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-45 with School Services of California 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,

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2021 through June 30, 2022, in the amount not to exceed \$2,000.00 per month, to be paid out of the General Fund.

**C.55. Approval of Field Contract #FC-P21-03695 – Economos Painting (Quinto/Miller)**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field Contract #FC-P21-03695 to Economos Painting, 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)**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field Contract #FC-P21-03696 to Sam Hill & Sons Inc., 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)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-64 with Beyond Equity in Education LLC, 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**

It is recommended that the Board ratify the following agreements:

**C.58. Ratification of Amendment #1 to Agreement #20-32 –All Languages Interpreting & Translating (Aguilera-Fort)**

It is the recommendation of the District Superintendent that the Board of Trustees ratify Amendment #1 to Agreement #20-32 with All Languages Interpreting & Translating, to adjust the total expected cost 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)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-171 with VCOE 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)**

It is the recommendation of the Director, Enrichment and Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-178 with Oxnard Union High School District, 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.

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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.61. Ratification of Amendment #1 to Agreement #20-52 – Children’s Therapy Network (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-52 with Children’s Therapy Network 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)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-52 with Children’s Therapy Network 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**

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

**D.1. Approval of Oxnard School District 2021-22 Local Control Accountability Plan (LCAP) (DeGenna)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Oxnard School District 2021-22 Local Control Accountability Plan (LCAP), as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.2. Adoption of Oxnard School District 2021/22 Budget and Educational Protection Account (Quinto/Crandall Plasencia)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget and the Educational Protection Account for the 2021/22 fiscal year.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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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**

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

**D.3. Approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Yadira Alferes (Torres/Batista)**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Provisional Internship Permit in Special Education for Yadira Alferes, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.4. Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Christina Harold (Torres/Batista)**

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

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**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 – Revisions to BP 3100 – Budget (Quinto)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees receive the revisions to BP 3100 for a first reading. This item will be presented for second reading and adoption at the August 4, 2021 regular 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.

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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.3. ADJOURNMENT**

Moved:

Seconded:

Vote:

Time Adjourned \_\_\_\_\_

**ROLL CALL VOTE:**

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, June 18, 2021.



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section A: Preliminary

### **Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)**

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Introduction of Newly Appointed Oxnard School District Administrators:

- Brian Blevins, Principal
- Elva Gonzales-Nares, Principal
- Erika Ragan, Principal

#### **FISCAL IMPACT:**

Informational only.

#### **RECOMMENDATION:**

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

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section A: Preliminary

### **Recognition of Retirees (Aguilera-Fort)**

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The Board of Trustees will recognize 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  
Michael Stalvey  
Derek Turner  
Esther Vargas  
Allison Wilder

#### 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  
Mario Ruiz  
Susana Ultreras  
Esther Yrigoyen Hong

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section A: Study Session

### **Presentation of the June 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Quinto/CFW)**

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The June 2021 Report provides the seventeenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last December 2020 six-month update (adopted by the Board in January 2021) and the time of this document’s publishing in June 2021. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

#### **FISCAL IMPACT:**

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$341.5 million due to decreased estimated State aid and developer fee revenues. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Negotiation of a guaranteed maximum price (GMP) for construction of Rose Avenue is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to a later phase and the design and construction of the new Doris Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. The total Program Reserve has increased to \$18.2 million over the remaining phases of implementation.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the June 2021 Semi-Annual Implementation Program Update. The final report will be considered for action at the August 4, 2021 Board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [June 2021 Semi-Annual Implementation Program Update Report \(63 pages\)](#)  
[Presentation for Semi-Annual Report \(10 pages\)](#)



# ADMINISTRATIVE DRAFT

June 2021



OXNARD  
SCHOOL  
DISTRICT

## MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





Prepared by:

**Caldwell Flores Winters, Inc.**

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201  
Los Angeles, CA 90041

For:

**Oxnard School District**

1051 South A Street  
Oxnard, CA 93030

**Board of Trustees**

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

**District Administrators**

Dr. Karling Aguilera-Fort, Superintendent  
Ruth F. Quinto, CPA, Assistant Superintendent, Business and Fiscal Services  
Dr. Ana DeGenna, Assistant Superintendent, Educational Services  
Dr. Victor Torres, Assistant Superintendent, Human Resources  
Dana Miller, Director of Facilities

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# PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the seventeenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). This report links the progress of the original 2013 Reconfiguration and Implementation Program and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. This report reflects the status of the Program since the last December 2020 six-month update (adopted by the Board in January 2021) and the time of this document’s publishing in June 2021. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

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

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

## 1.1 EDUCATIONAL PROGRAM

The District began the school year with all distance learning and has moved to a blended learning format with students receiving instruction in both in-person and remotely. Under the distance learning model, schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. Teachers meet with students via Zoom, Google Meets or Teams during synchronous learning time. Students worked on completing projects and assignments related to the standards to show mastery of the standards during asynchronous learning time. During independent learning, student work on software instructional programs. As the District moved to having students return for in-person

instruction, blended learning schedules were developed. These schedules continued to provide for synchronous and asynchronous instruction.

As the District continues to bring students back for in person instruction, it is anticipated that the district will move forward with the three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum are developed for those standards, and they are integrated with the academies at each of the school sites. Specific staff development related to this initiative for both administrators and teachers that was put on hold during the pandemic will continue.

Learning loss mitigation and the reconstitution of in-person school site learning communities will be a priority for the upcoming summer school session as well as the 2021-22 school year. Successful teaching models and new learning tools implemented during distance and blended learning will need to be integrated back into the physical classroom where appropriate. The adopted standards for 21<sup>st</sup> Century classrooms should also be examined to better accommodate any changes in the District’s instructional models. The District now has five 21st Century schools with additional improvements made at 11 other schools in the District. Additional 21st Century improvements are currently being designed at two additional schools. With a greater reliance on technology stemming from implementation of distance and blended learning models, there may be a greater discrepancy between the schools that have 21st Century classrooms and those that do not. Future discussions will need to address how the equity issues within the classrooms are addressed and mitigated.

## 1.2 FACILITIES PROGRAM

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

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21<sup>st</sup> Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, most replacement school projects are either complete or underway.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The State’s delay in processing applications and projected decreases by the District in enrollment has negatively affected current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk

of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

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

- Approval of the design plans from the Division of State Architect (DSA) for the modernization improvements planned at McAuliffe Elementary and Ritche Elementary
- California Department of Education (CDE) approval of the design plans for the modernization at McAuliffe Elementary with CDE approval for Ritche anticipated soon
- Continued negotiation of a guaranteed maximum price (GMP) construction contract for the Rose Avenue reconstruction project
- State review of modernization funding applications for Harrington and Lemonwood projects for placement on the State Allocation Board (SAB) agenda for unfunded approvals

Due to decreases in availability of Program funding, the District is anticipated to be in need of additional local funding to make up for the shortfall for future projects not yet being implemented.

### 1.3 FUNDING & SEQUENCING

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

The District’s submitted reimbursement applications on the State’s workload list for new construction grants have either come up for review or are scheduled to be reviewed by the State soon. Due to the District’s decline in enrollment, the District does not qualify for new construction grants at this time resulting in a substantial decrease in estimated program revenues. In addition, due to enrollment declines, Level 2 developer fees may no longer be justified and the District will have to adopt Level 1 fees in 2022 resulting in a decrease in projected available developer fee funds for the Program.

Total sources of funding are anticipated to decrease to approximately \$341.5 million from \$410 million due to decreased State aid and developer fee revenues. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Negotiation of a guaranteed maximum price (GMP) for construction of Rose Avenue is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to a later phase and the design and construction of the new Doris Patterson 6-8 school and additional K-8 MPR facilities have been removed from the program pending additional future funding. The total Program Reserve is anticipated to be \$18.2 million over the duration of the Program. Program projects, sequencing, and timelines continue to be reviewed

and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The State’s delay in processing applications and projected decreases in enrollment by the District has negatively affected current State aid eligibility for Program reimbursements and implementation, providing the need to consider further local funding options.

#### 1.4 RECOMMENDATIONS

It is recommended that the Board consider action for this item at the next Board meeting in August. Action will include:

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

# EDUCATIONAL PROGRAM

Following the outbreak of COVID-19 and the ensuing worldwide pandemic, the State of California implemented a shelter-in-place order that required the Oxnard School District (District) to implement a distance learning model for the remainder of the 2019-20 school year and for the majority of the 2020-21 school year. As with many school districts in the State and country, the District began the 2020-21 school year with distance learning and moved to a blended learning model with students receiving instruction in both in-person and remote settings. As it pertains to the upcoming 2021-22 school year, the State articulated a strong preference that school districts resume full-time, in-person instruction.

Throughout the past school year, the District monitored academic programs to facilitate student learning as well as to identify and provide needed support to students. At the school sites, there continues to be an emphasis on good first instruction, creating a collaborative culture, using data to drive decisions, and use evidence based instructional practices. Teachers have had to learn to modify the ways in which these initiatives are implemented due to the changes caused by COVID-19 pandemic response, i.e., the use of new technologies and ways to connect with students, use of current technologies in a different way, use of diverse online resources, and new classroom management techniques necessary for distance and blended learning models. As full-time in-person instruction resumes, maintaining and supporting in-person learning communities and collaboration as well as the integration of new learning tools and techniques that were successfully deployed since the shelter-in-place order will remain important.

Regardless of the instructional model employed, the Academic Goals for the District continue to be that:

- All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities
- Students will demonstrate consistent academic growth on district-based assessments
- Students will demonstrate sustainable academic growth by moving one or two levels across the different bands in the SBAC
- The number of students meeting and exceeding standards will increase
- An additional three to five percent of students will move from approaching to meeting and/or exceeding standards (3 consecutive years)

A plan for realignment of the Educational Services Department was presented to the Board in November 2020 to support the District's vision, mission, and goals for student achievement. The District began hiring for the positions called for in the realignment as well as the implementation of the desired processes needed to meet the academic goals of the District.

## 2.1 DISTANCE AND BLENDED LEARNING

The District began the 2020-21 school year with all students receiving instruction through a distance learning model pursuant to the guidance of local and State health officials. Schedules were developed that included three learning spaces: synchronous, asynchronous, and independent. Teachers met with students via Zoom, Google Meets or Teams during synchronous learning time. Students worked on completing projects and assignments related to the standards to show mastery of the standards during asynchronous learning time. During independent learning, students engaged through instructional software programs: Lexia Core 5, Lexia Power Up and STMath, and Mystery Science. As the District moved to having students return for in person instruction, blended learning schedules were developed and implemented at each of the school sites to provide for synchronous and asynchronous instruction.

Due to the heavy use of technology, the District provided technology support at every school for students and parents who were having difficulty with their iPad or Wi-Fi hot spot. The District created a number of videos to help answer common questions and provide basic troubleshooting techniques for parents and students to use. The full implementation of a learning management system (LMS), Canvas, has also proved to be invaluable. The LMS allowed teachers to upload curriculum into the system so that it is available to both students and parents online and organized by grade and by class with links to assignments and assessments. The LMS has also allowed for teacher collaboration. For example, to enhance the social studies curriculum, teams of teachers created grade level units for social science that were placed into Canvas and shared across digital classrooms.

To improve the instructional programs and meet the academic needs of the students, a reorganization plan was implemented to align positions more fully to meet the District's educational program goals. A new emphasis has been placed on improving authentic engagement, communication and collaboration with the families and community, providing equity between the staff, families, and community as well as to provide enrichment opportunities for all students. The District has continued to address systemic inequalities between student groups that include English learners, African Americans, and other sub-groups and to increase communication with these families. The emphasis on engagement across the spectrum of students is vital as the full impact of the pandemic on academic achievement is not yet known. It is anticipated that the District will need to invest substantial resources to bring students to grade level across the board.

As the District continues to bring students back for in person instruction, it is anticipated that the District will move resume with the three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum are developed for those standards, and they are integrated with the academies at each of the school sites. Staff development for both administrators and teachers that was put on hold during the pandemic will continue.

## 2.2 IN PERSON LEARNING AND 21<sup>ST</sup> CENTURY ENVIRONMENTS

As student instruction transitions back into full-time, in-person learning, some of the positive changes brought about by COVID- 19 pandemic will continue to be implemented. Having the learning environments to support continued implementation of the online curriculum, the ability to provide both synchronous and asynchronous learning to meet the individual needs of students, is important. It is equally important that students continue to be provided opportunities to engage in digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating (21st Century skills) while learning the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS). It is critical that teachers provide opportunities for students to develop and use 21st Century skills deemed important by the World Economic Forum to prepare students successfully for the workforce. A classroom designed to support learning and using these 21st Century skills is vital to their implementation.

The State has provided guidance to bring all students back into the classrooms for learning for the 2021-22 school year. Only Independent Study programs will be allowed to have an all-distance learning format. In addition to bringing students back into the classroom, the District will need to offer programs to mitigate learning loss and to support student’s social and emotional needs. Summer school will be offered to students to provide additional educational opportunities as one way to mitigate learning loss. Summer Writing, Science and Math Camps will be offered. Special programs will be brought in during summer school to help students who need social and emotional support. Both the State and Federal government are providing additional money and incentives to support the District in making this full transition for in person instruction in the classroom. In most cases, State and Federal funding related to COVID-19 relief is tied to resuming in-person instruction and providing upgrades to air filtration and circulation. The cost of implementing appropriate 21<sup>st</sup> century learning environments that support these 21<sup>st</sup> century skills remains up to local school districts and their communities.

The District has learned several things from the pandemic, the responses to it and adaptations made for continuous learning opportunities. There was a far greater reliance on technology and how to harness the power of technology to support learning. As the District moves forward, it will need to reflect on the positive changes brought on by the pandemic, what should be continued and/or added into the classroom instruction as the District moves forward in bringing students back to schools and mitigating learning loss. Currently the District has an adopted facility specification for 21st Century classrooms. The changes needed to support the programs that will now be brought into the classrooms needs to be evaluated to determine what additional changes may need to be made to the 21st Century classrooms specification. Because the 21st Century classroom specification set by the District is flexible and mobile, these changes should be easily accommodated as the District moves forward.

The District now has five 21st Century schools with additional improvements made at 11 other schools in the District. Additional 21st Century improvements are currently being designed at two additional schools. These improvements provide the classroom environments in which teachers have the tools to provide the instructional shifts necessary to foster the 21st Century skills students need. With a greater reliance on technology stemming from the implementation of distance and blended learning models, there may be a



greater discrepancy between the schools that have 21st Century classrooms and those that do not as more teachers embrace technology and its power in facilitating learning. Future discussions will need to address how the equity issues within the classrooms are addressed and mitigated.

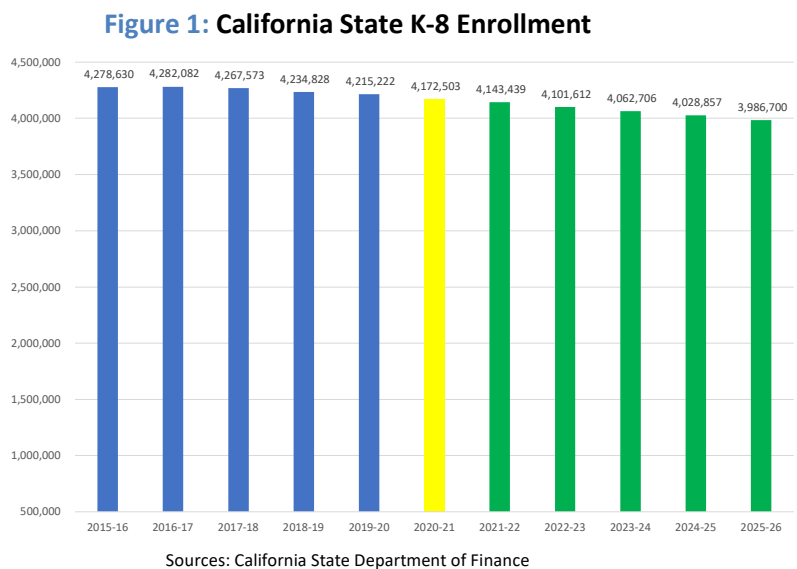
# STATE & LOCAL CONSIDERATIONS

Periodically, the District receives updates on State and local considerations that may impact the implementation of the Master Construct Program (Program). The following section provides a brief update on the impact of the District’s declining enrollment on the Program as well as the State’s policies regarding the implementation of the State School Facilities Program (SFP) and other facilities funding sources.

## 3.1 STUDENT ENROLLMENT

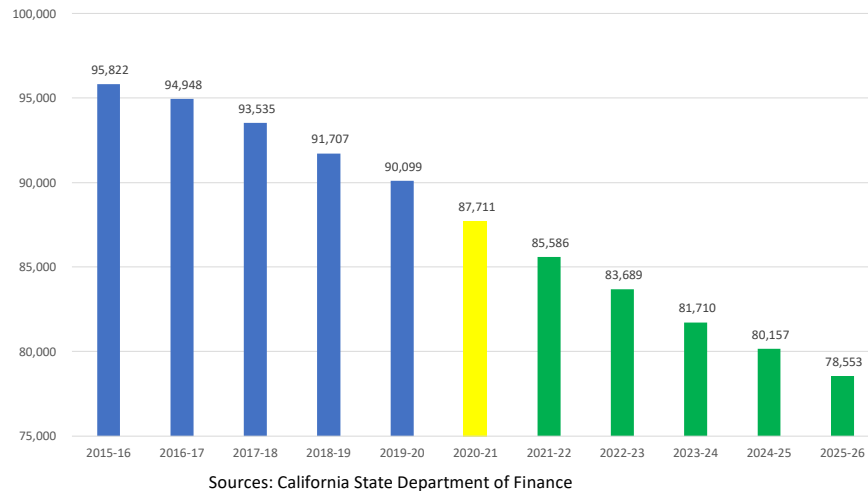
Similar to the importance of student enrollment to LCFF funding, enrollment plays a key role in a district’s ability to garner facilities funding from State and local sources. The California Department of Finance Demographic Research Unit tabulates actual and projected K-8 enrollment based on Department of Education enrollment data and Department of Public Health births rates. Since 2010, these projects have included the number of transitional kindergarten (TK) students in the count of kindergarten enrollment.

Figure 1 illustrates K-8 enrollment for the State overall. K-8 enrollment has been generally level over the last five years with an overall decline of approximately 2% over the last three years. It is projected that modest declines in student enrollment will continue over the next five years due to a general decrease in births across California, which corresponds to lower future enrollment.



More locally, Figure 2 shows the State’s data for K-8 enrollment in Ventura County and indicates a decrease of 8,111 students, or approximately 9%, since 2015-16. In addition, it is projected that K-8 student enrollment in Ventura County will continue to decrease by approximately 12% percent, or 9,158 K-8 students, by 2025-26.

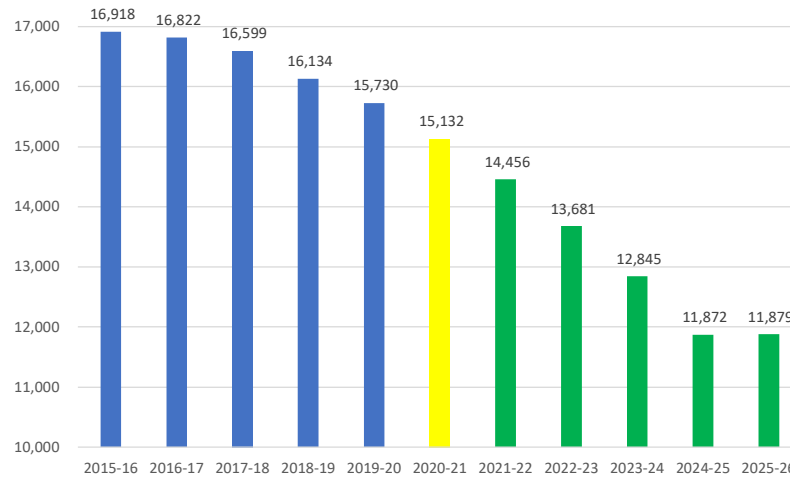
**Figure 2: Ventura County K-8 Enrollment**



The OPSC uses a formula to project enrollment five years or ten years into the future to determine eligibility for new construction funding. The method of projecting enrollment into the future involves current and historical enrollment data for a district. The data is projected into the future for five years or ten years using a method provided by OPSC and referred to as the “Cohort Survival Method”. The Cohort Survival Method calculates a projection for District enrollment by extrapolating recent enrollment trends into the future, accounting for the rate of movement between grade levels, and comparing recent birth data to actual kindergarten enrollment five years later. For the five-year enrollment projection method, the State also allows the ability to factor in approved residential developments within the District’s boundaries, which may result in additional projected students. Districts may elect to use the five-year or ten-year enrollment projection, based on what is most advantageous.

As shown in Figure 3 and Table 1, annual enrollment growth in the District began experiencing significant declines in 2017-18. Since 2015-16, the District’s total enrollment decreased by approximately 1,786 students with a decrease of 598 students between 2019-20 and 2020-21. Utilizing the State’s model for projecting enrollment, including a factor of 2,215 new residential units within the District’s boundaries over the next five years (as indicated in the District’s School Facilities Needs Analysis report from February 2020), District enrollment is projected to decline to 11,879 students by 2025-26. This projection may differ from the models used to project enrollment for the purposes of LCFF funding and budgeting as there is a greater weight on kindergarten enrollment and the effect of cohort matriculation from one grade level to the next.

**Figure 3: Oxnard School District K-8 Enrollment**



Sources: CALPADS; OPSC

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

Grade	Historical Enrollment					Current	*Projected Enrollment					Net Change
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	
TK-K	2,181	2,068	2,002	1,855	1,823	1,644	1,519	1,394	1,269	1,144	1,128	(516)
1st	1,853	1,847	1,750	1,720	1,574	1,582	1,383	1,258	1,133	1,008	992	(590)
2nd	1,899	1,845	1,827	1,718	1,700	1,573	1,569	1,370	1,245	1,120	1,099	(474)
3rd	1,899	1,859	1,813	1,794	1,699	1,656	1,539	1,535	1,336	1,211	1,190	(466)
4th	1,984	1,879	1,835	1,771	1,794	1,679	1,639	1,522	1,518	1,319	1,303	(376)
5th	1,929	1,954	1,858	1,809	1,757	1,771	1,658	1,618	1,501	1,497	1,409	(362)
<b>K-5 Total</b>	<b>11,745</b>	<b>11,452</b>	<b>11,085</b>	<b>10,667</b>	<b>10,347</b>	<b>9,905</b>	<b>9,307</b>	<b>8,697</b>	<b>8,002</b>	<b>7,299</b>	<b>7,121</b>	<b>(2,784)</b>
6th	1,786	1,878	1,913	1,790	1,763	1,708	1,720	1,607	1,567	1,450	1,563	(145)
7th	1,722	1,776	1,838	1,874	1,775	1,758	1,694	1,706	1,593	1,553	1,549	(209)
8th	1,665	1,716	1,763	1,803	1,845	1,761	1,735	1,671	1,683	1,570	1,646	(115)
<b>6-8 Total</b>	<b>5,173</b>	<b>5,370</b>	<b>5,514</b>	<b>5,467</b>	<b>5,383</b>	<b>5,227</b>	<b>5,149</b>	<b>4,984</b>	<b>4,843</b>	<b>4,573</b>	<b>4,758</b>	<b>(469)</b>
<b>Total</b>	<b>16,918</b>	<b>16,822</b>	<b>16,599</b>	<b>16,134</b>	<b>15,730</b>	<b>15,132</b>	<b>14,456</b>	<b>13,681</b>	<b>12,845</b>	<b>11,872</b>	<b>11,879</b>	<b>(3,253)</b>

\*Projected enrollment provided utilizing OPSC online enrollment 5 year projection calculator

Sources: CALPADS; OPSC

The District’s enrollment decline, absent other factors, has substantially impacted and may continue to impact State aid eligibility for modernization and new construction grants in the future. Other factors include the amount of additional residential development approved by the City, but not yet built and existing District capacity to house students in permanent facilities. OPSC/State Allocation Board (SAB) rules require districts to annually update eligibility, creating the potential for major swings in ongoing eligibility and project funding; especially for districts experiencing enrollment decline or fluctuations in residential development. In addition, the full impact of the COVID-19 pandemic on future District enrollment is unknown. There are documented cases of families leaving the District and enrolling students at private schools or relocating to other districts that offered in-person instruction during the pandemic.

For the 2020-21 fiscal year, the State implemented a hold harmless policy which mitigated the fiscal impact of anticipated declines in student enrollment during the pandemic as it pertains to LCFF funding.

However, this policy approach was not adopted for other State administered funding sources for facilities such as the calculation of State aid eligibility. The impact of this policy decision is discussed in further detail below.

### 3.2 STATE AID APPLICATIONS AND PROGRAM CONSIDERATIONS

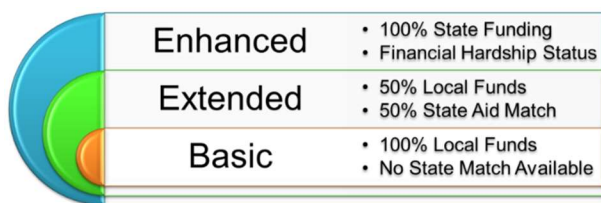
Major funding sources for the Program include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for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

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

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities. While Prop. 51 provided an infusion into the SFP, the delay in getting the initiative to the ballot and the subsequent delays in implementing the review of applications and the allocation of funds to school districts effectively eliminated the SFP’s ability to provide monies to projects on a joint-funding basis. This resulted in the need for many school districts, including Oxnard, to choose to seek State aid on a reimbursement basis to not further delay the implementation of their facilities programs.

Since the beginning of the Program, the District has maintained a requirement of flexibility in funding, sequencing, and scope of proposed projects. This is embedded in the District’s adoption of an integrated Basic, Extended, and Enhanced strategies to fund the Program as summarized below:

**Figure 4: District Adopted Funding Strategies**



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

The Program utilizes an integrated strategy to leverage State aid new construction and modernization grants. The Basic Strategy is to fund the upfront design and construction of projects with 100 percent local funds that are eligible for State aid reimbursement by qualifying for State matching grants. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding of remaining State aid eligible/non-eligible projects. Once all local funding and State aid reimbursements are encumbered, the District may qualify for Financial Hardship status and receive 100% State funding for eligible projects, which is the Enhanced Strategy. Currently, the Basic and Extended Strategies are in effect as Financial Hardship funds are not being provided in a timely manner.

To maximize the amount of potential State aid reimbursements available for the Extended strategy, the District directed CFW to prioritize projects that would utilize the greatest amount of new construction pupil grants while replacing some of the District’s oldest and outdated facilities. The State’s new construction grant program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add permanent capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Due to a district’s new construction eligibility being highly reliant on maintaining and growing enrollment, a dramatic decrease in a district’s enrollment can result in a precipitous drop in eligibility. To submit an application for funding, a project must have obtained approvals of the design plans from both the Division of State Architect (DSA) and California Department of Education (CDE).

To date, the overwhelming majority of projects undertaken have been implemented under the Basic strategy utilizing proceeds from Measure “R” and Measure “D” as well as developer fees and other available fund balances with the stated purpose of seeking State aid reimbursements. Completed projects include upgrades to kindergarten and science labs across eight school sites and the reconstruction of Harrington, Lemonwood, Elm, and McKinna elementary schools. Other completed projects include the construction of Kindergarten Annex facilities at Harrington and Lemonwood, an addition of the new 6-8 classroom building at Marshall, and the acquisition of the Seabridge K-5 elementary school site. Additional completed projects include kindergarten/flex classrooms at Brekke, McAuliffe, Ramona, and Ritche, and the acquisition of the Doris/Patterson K-5/6-8 school site.

The design plans for the new Seabridge and reconstructed Rose Avenue schools have received DSA approval. Planning efforts associated with the Local Agency Formation Commission (LAFCo) approval for the Doris/Patterson project continue; however, the project has not yet begun the design process. The design plans for the modernization efforts planned at McAuliffe and Ritche elementary schools have also received DSA approval. Funding for these projects to date has been from local sources, primarily Measure “R” and Measure “D”. For each project, once DSA and CDE approval were achieved, a corresponding OPSC application for State reimbursements was completed and submitted to the State.

**Table 2: Submitted New Construction Applications by Date**

Projects	Application #	OPSC Received Date	Total Est. Grant
1 Driffill	51/72538-00-001	2012	\$4,270,411
2 Driffill	50/72538-00-009	2012	\$4,730,672
3 Harrington	50/72538-00-011	11/14/2014	\$9,680,523
4 Lemonwood	50/72538-00-013	7/19/2017	\$7,267,952
5 Marshall	50/72538-00-014	11/13/2017	\$4,542,796
6 Elm	50/72538-00-015	4/30/2018	\$9,127,657
7 Ritche Kinder	50/72538-00-016	7/19/2018	\$849,807
8 Brekke Kinder	50/72538-00-017	7/19/2018	\$687,428
9 McAuliffe Kinder	50/72538-00-018	7/19/2018	\$905,445
10 Lemonwood Use of Grants	50/72538-00-019	7/27/2018	\$2,077,264
11 Elm Use of Grants	50/72538-00-020	7/27/2018	\$909,216
12 Marshall Use of Grants	50/72538-00-021	7/27/2018	\$1,045,184
13 McKinna	50/72538-00-022	7/27/2018	\$10,884,207
14 McKinna Use of Grants	50/72538-00-023	7/27/2018	\$1,048,124
15 Ramona Kinder	50/72538-00-024	7/30/2018	\$638,712
16 Seabridge + Land	50/72538-00-025	12/7/2018	\$14,639,628
17 Seabridge Use of Grants	50/72538-00-026	12/7/2018	\$858,704
18 Rose Avenue	50/72538-00-027	10/11/2019	\$10,899,512
<b>Total</b>			<b>\$85,063,242</b>

These applications sought to garner matching funds from the OPSC utilizing new construction pupil grants. The pupil grants were generated by the District’s new construction eligibility baseline. The OPSC now requires that districts must update their new construction eligibility whenever their application is reviewed by OPSC. The OPSC’s previous practice was that a school district could establish its new construction eligibility baseline and maintain that baseline for a maximum of five years before being required to recalculate. This new policy to recalculate the new construction eligibility baseline upon review of an application has created volatility in the District’s eligibility as enrollment continues to decline.

In essence, a District with multiple applications filed over succeeding periods will be required to update their new construction eligibility each year, based in large part on the annual change in CALPADS enrollment as measured each October. The eligibility analysis is based in large part on the trend of a district’s last four years of enrollment with the most recent years weighed more heavily than the first. Approved, but not yet built residential units are also included and added to future enrollment projections at a rate of 0.5 students per approved, but unbuilt unit. Jointly, this tends to substantially accentuate the trend moving forward, especially in a declining enrollment or decreased residential construction situation.

The requirement has created the opportunity for major swings in ongoing eligibility; especially during periods of enrollment decline or fluctuations in residential development.

Table 3 provides a summary of historical District enrollment since school year 2014-15. As shown in Table 3, annual enrollment growth in the District began leveling off in school year 2014-15, remained generally stable, and began experiencing significant declines in 2017-18. Since 2014-15, the District’s total enrollment decreased by approximately 1,784 students.

**Table 3: District Enrollment History**

<u>Fiscal Year</u>	<u>Total Enrollment</u>	<u>Prior Yr. Change</u>
2014-15	16,916	
2015-16	16,918	2
2016-17	16,822	(96)
2017-18	16,599	(223)
2018-19	16,134	(465)
2019-20	15,730	(404)
2020-21	15,132	(598)
<b>Total Change</b>		<b>(1,784)</b>

To date, the District has received approximately \$26 million in new construction State aid reimbursements for completed projects at Driffill, Harrington, and Lemonwood schools. An additional \$32.7 million in new construction applications were submitted and received on the State’s workload list between November 2017 through July 2018. However, from 2017-18 through the present time, the District has experienced significant declines in its actual and projected enrollment, specifically at the kindergarten level as well as decreased approved residential construction. Jointly, the cumulative decrease in enrollment and the reduced number of approved residential units awaiting construction will substantially reduce the amount of new construction eligibility the District can claim for State grant reimbursement.

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



**Table 4: New Construction Applications During Implementation of Program**

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
<b>Subtotal</b>		<b>1,448</b>	<b>35</b>	<b>\$21,534,483</b>	<b>\$4,415,075</b>	<b>\$25,949,558</b>
<b>Total Grants Received</b>						<b>\$25,949,558</b>
1 Marshall	50/72538-00-014	316	0	\$4,147,696	\$395,100	\$4,542,796
2 Elm	50/72538-00-015	600	13	\$7,885,303	\$1,242,354	\$9,127,657
<b>Subtotal</b>		<b>916</b>	<b>13</b>	<b>\$12,032,999</b>	<b>\$1,637,454</b>	<b>\$13,670,453</b>
<b>Total Applications Returned to District</b>						<b>\$13,670,453</b>
1 Ritchen Kinder	50/72538-00-016	0	18	\$638,712	\$211,095	\$849,807
2 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$48,716	\$687,428
3 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$266,733	\$905,445
4 Lemonwood Use of Grants	50/72538-00-019	160	0	\$2,077,264	\$0	\$2,077,264
5 Elm Use of Grants	50/72538-00-020	72	0	\$909,216	\$0	\$909,216
6 Marshall Use of Grants	50/72538-00-021	80	0	\$1,045,184	\$0	\$1,045,184
7 McKinna	50/72538-00-022	675	35	\$9,460,262	\$1,423,945	\$10,884,207
8 McKinna Use of Grants	50/72538-00-023	83	0	\$1,048,124	\$0	\$1,048,124
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$0	\$638,712
<b>Subtotal</b>		<b>1,070</b>	<b>107</b>	<b>\$17,094,898</b>	<b>\$1,950,489</b>	<b>\$19,045,387</b>
<b>Total Applications on State Workload List</b>						<b>\$19,045,387</b>
1 Seabridge + Land	50/72538-00-025	575	13	\$7,569,603	\$7,070,025	\$14,639,628
2 Seabridge Use of Grants	50/72538-00-026	68	0	\$858,704	\$0	\$858,704
3 Rose Avenue	50/72538-00-027	675	35	\$9,460,262	\$1,439,250	\$10,899,512
<b>Subtotal</b>		<b>1,318</b>	<b>48</b>	<b>\$17,888,569</b>	<b>\$8,509,275</b>	<b>\$26,397,844</b>
<b>Total Applications on State Beyond Bond Authority List</b>						<b>\$26,397,844</b>
<b>Total Applications (18)</b>		<b>4,752</b>	<b>203</b>	<b>\$68,550,949</b>	<b>\$16,512,293</b>	<b>\$85,063,242</b>

In February 2019, a reimbursement application for new construction funding for the new Harrington Elementary School project was approved by the SAB and required an update to the District’s new construction eligibility calculating 1,796 in remaining new construction pupil eligibility. This Harrington application utilized 651 pupils leaving 1,145 pupils remaining and garnered approximately \$9.7 million in grant funds to the District.

In May 2020, a reimbursement application for new construction funding for the new Lemonwood Elementary School project was approved by the SAB and required an update to the District’s new construction eligibility, which declined to 423 remaining new construction pupil grants. These 423 pupil grants were fully utilized for this Lemonwood application which garnered approximately \$7.3 million in grant funds to the District.

In 2021, two applications for the Marshall Elementary School new classroom building and new Elm Elementary school projects estimated at approximately \$13.7 million came up for review by the OPSC and were returned to the District by the OPSC due to the lack of remaining eligible new construction pupil grants.

Currently, the District has approximately \$19 million from nine remaining new construction applications awaiting State review and funding on the State’s workload list. These nine applications are scheduled to

be processed by the OPSC within the 2020-21 School Year. Based on the current eligibility calculations the District will not have any new construction pupil grants for these applications within this time period. It is therefore recommended that the OPSC be notified as such and that these applications be removed from the Workload List.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Therefore, new construction applications received on or after September 12, 2018 are placed on an “Applications Received Beyond Bond Authority” waiting list in the order of date received, which is presented to the SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. For a project to qualify for this waiting list for State funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application’s inclusion under the “Applications Received Beyond Bond Authority List.” Applications received before September 12, 2018 were placed on the State’s “Workload List”.

The District has additional new construction applications on the State’s beyond bond authority list for the new Rose Avenue Elementary School and Seabridge Elementary School projects totaling approximately \$26 million in estimated grant funds. These applications are pending the State’s replenishment of the SFP through a potential statewide bond measure anticipated to be considered by voters as early as November 2022. To qualify for funding, the District would need to have substantial enrollment recovery at time of review of these applications by the OPSC. No action is recommended at this time for these applications as these applications continue to remain on the wait list for review by the OPSC.

The OPSC has maintained the opportunity for districts to be reimbursed up to five years after the date of construction of new facilities should there be an upswing in enrollment or increased residential development that would justify additional eligibility. Such new eligibility may be documented and applied for reimbursement of previously constructed facilities within the five-year window. However, in order to exercise this option, the State needs to have an ongoing active and fully funded facilities program at that time; otherwise a district may once again be subject to fluctuations in enrollment while waiting in line, which has been the case for the District over the last five years. If enrollment and the consequent eligibility do not recover in time to access the funding of the remaining applications by the SAB, the District would be in need of additional local funding to make up for the shortfall for future projects not yet implemented.

### 3.3 DEVELOPER FEES AND PROGRAM CONSIDERATIONS

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

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

A fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program’s inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.3 million in additional developer fee revenues as of April 30, 2021, for a grand total of \$12.7 million in collected revenues.

The District’s continued projected decline in enrollment is impacting the District’s developer fee revenues. In 2021, Cooperative Strategies reported to the District that due to the District’s enrollment declines, Level 2 fees may no longer be justified and the District will have to revert to Level 1 fees going forward until Level 2 fees are once again justified. Based on the projections provided by Cooperative Strategies in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District may collect approximately \$41.4 million in developer fees over the life of the Program using the current Level 1 fee of \$2.69. This is an anticipated decrease in developer fee revenues of approximately \$15.3 million over the life of the Program. The District should continue to evaluate its eligibility to levy Level 2 Fees on an annual basis and make corresponding adjustments to the Program once Level 2 Fees are restored.

### 3.4 POTENTIAL ADDITIONAL FACILITIES FUNDING PROGRAMS

CFW and the District continue to monitor State and Federal programs for additional sources of funding to augment Program funding and mitigate the impact of delays in the State aid program and declining student enrollment. Two such pending proposals include the replenishment of the SFP through a Statewide ballot initiative and the resumption of funding for TK and kindergarten facilities.

#### 3.4.1 STATEWIDE FACILITY BOND BILLS UNDER CONSIDERATION

Currently, the State Legislature is deliberating two statewide school facility measures as applications for matching facility grants exceed available bond authorization. The first bills is Assembly Bill 75 (O’Donnell), the Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022 which was recently approved by the State Assembly last month and will soon be sent for debate to the State Senate. AB 75 authorizes the sale of \$12 billion in general obligation (GO) bonds for K-12 and California Community Colleges (CCC) school facilities construction and modernization projects to be placed on an unspecified

statewide election in 2022. The bill further authorizes the State Allocation Board (SAB) to allocate an unspecified amount of funds for a) New Construction; b) Modernization; c) Replacement of facilities older than 75 years; d) Remediation of Lead in Water; e) Career Technical Education (CTE) among other purposes.

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

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

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

### 3.4.2 CALIFORNIA STATE BUDGET PROPOSAL

In January 2021, the Governor announced his intention to resume kindergarten facilities funding through the State General Fund and to increase the scope of the program to include facilities specifically for transitional kindergarten. His proposal allocated \$200 million for a competitive grant program based on the previous Full-Day Kindergarten Facilities Grant Program (FDKFGP) to be administered through the OPSC. In the May 2021 Budget Revision, the Governor proposed to modify this proposal by decreasing the overall amount of the program to \$190 million.

In addition, the Governor is proposing to implement changes to make transitional kindergarten more prevalent by increasing the age eligibility range. It is unclear as to when the new requirement will be implemented or how much funding would be needed for instruction and new facilities to house the

additional TK students. In regard to the FDKFGP/TK facilities funding, the Legislature is considering a higher dollar amount than \$190 million but the exact amount will not be known until the legislature finalizes its budget in mid June. CFW will continue to monitor the budget process and provide regular updates to the District.

# FACILITIES PROGRAM

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

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21<sup>st</sup> Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, most replacement school projects are either complete or underway. The next phase of implementation includes reconstructing Rose Avenue School. Additional 21<sup>st</sup> Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The State's delay in processing applications and projected decreases by the District in enrollment has negatively affected current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

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

## 4.1 COMPLETED PROJECTS

Completed projects include upgrades to kindergarten and science labs across eight school sites and the reconstruction of Harrington, Lemonwood, Elm, and McKinna elementary schools. Other completed projects include the construction of Kindergarten Annex facilities at Harrington and Lemonwood, addition of the new 6-8 classroom building at Marshall, and the acquisition of the Seabridge K-5 elementary school

site. Additional completed projects include kindergarten/flex classrooms at Brekke, McAuliffe, Ramona, and Ritchen, and the acquisition of the Doris/Patterson K-5/6-8 school site. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.



Reconstructed McKinna Elementary School

## 4.2 PROJECTS UNDERWAY

The design plans for the reconstructed Rose Avenue and new Seabridge schools have received Division of State Architect (DSA) approval. Planning efforts associated with the Local Agency Formation Committee (LAFCo) approval for the Doris/Patterson project continue, however the project has not yet commenced the design process. The design and construction of the new Doris/ Patterson 6-8 middle school is proposed to be removed from the program. The design plans for the modernization efforts planned at McAuliffe and Ritchen elementary schools have both received DSA approval. The McAuliffe project has received approval from the California Department of Education (CDE) and the Ritchen project is anticipated to receive CDE approval soon. The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

### 4.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

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

The project is proceeding with construction utilizing existing local funds on hand. The District has engaged with site administrators and staff to solicit feedback on the approved design in order to facilitate minor adjustments to the scope of the project and to implement lessons learned from the completion of other recent school reconstruction projects. The District has received confirmation from DSA that the DSA approval will be in place until July 11, 2023. Over the past six months, CFW has commenced with the



negotiation of a guaranteed maximum price (GMP) with Balfour Beatty, the lease-lease back contractor. It is anticipated that the final GMP for the project will exceed the original construction budget due to rising construction costs, however no budget adjustments are recommended at this time. The GMP negotiation will also include the selection and the procurement of the necessary professional consultants to proceed with the reconstruction of the school. Once negotiations are completed, the District will establish a date to begin construction with the approval of the GMP by the Board. However, construction is anticipated to be completed by August 2023.

An application for new construction remains on the State’s beyond bonding authority list awaiting review by the State and is pending availability of State funds and the District’s new construction eligibility at the time the application is reviewed. The application was originally submitted as a “Financial Hardship” project prior to the decision to move forward with construction with local funds. At time of review by the State and subject to the District’s new construction eligibility at time of review, the application would need to be amended as a 50/50 reimbursement application and is estimated to garner approximately \$10.9 million. The approved “all in” budget for the Rose Avenue project is \$30.7 million, and no adjustment to the overall budget is recommended at this time.



Reconstruction of Rose Avenue Elementary School – Design Renderings by IBI Group

#### 4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The Seabridge Elementary project consists of a 48,802 square foot, a two-story 19 general purpose classroom building, with 4 kindergarten classrooms, 1 SDC classroom, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces, including parking. This project received DSA approval in October 2018. At this time, the District is still seeking final approval of a Coastal Development Permit from the City of Oxnard in order to proceed with construction. Prior communication with the City indicated planning regulations that were found to be in conflict with DSA and CDE requirements.

Two new construction applications for the project remain on the State’s beyond bonding authority list awaiting review by the State and are pending availability of State funds and the District’s new construction eligibility at the time the application is reviewed and are estimated to garner approximately \$15.5 million.



The current Board approved “all in” budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time.

#### 4.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves its 28 classrooms, provides STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21<sup>st</sup> Century K-5 classrooms and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center is proposed, as are improvements to the multipurpose room, the HVAC system and converting two adjacent supply rooms into administrative and counselor space. The project has received approvals from both DSA and the CDE. Over the next six month period, a funding application for modernization grants may be submitted to the State for the project which would be placed on the State’s beyond bond authority list. The adopted “all-in” budget for the McAuliffe project, including hard and soft costs is \$4,959,744. A decrease to the budget by \$7,504 is proposed to accommodate the estimated current modernization eligibility under the Financial Hardship program.

#### 4.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of Ritchen Elementary, including its existing 28 classrooms, science and piano labs, MPR, library and support spaces to comply with the District’s vision and specification for 21<sup>st</sup> Century K-5 classrooms and student support facilities. Proposed improvements include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, HVAC, and furnishings, as well as data and other technology upgrades. The project has received DSA approval and approval California Department of Education (CDE) is anticipated soon. Pending final CDE approval, over the next six month period, a funding application for modernization grants may be submitted to the State for the project which would be placed on the State’s beyond bond authority list. The adopted “all-in” budget for the Ritchen project, including hard and soft costs is \$4,905,850. A decrease to the budget by \$546,597 is proposed to accommodate the estimated current modernization eligibility under the Financial Hardship program.

#### 4.2.5 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, or a combined K-8 campus plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. The scope of off-site improvements requested by the City far exceed the demands of the proposed District project. The current Board-approved budget is \$800,572 for the project’s environmental planning and LAFCo efforts and \$9.2 million for land acquisition. An adjustment of \$6,318 is proposed to the land acquisition budget to account for

final actual expenditures. It is recommended that the District complete the annexation process with the City and County at this time and evaluate the potential construction schedule based on the outcome of the process.

#### 4.2.6 IMPROVEMENTS TO MPR/SUPPORT FACILITIES

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

##### 4.2.6.1 FREMONT MIDDLE SCHOOL

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

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

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

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

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#### 4.2.6.3 K-8 P2P SCHOOLS: MULTIPURPOSE ROOM MODERNIZATION

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

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

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#### 4.2.6.4 REMAINING K-5 SCHOOL IMPROVEMENTS

The Program provides for modernization improvements to existing MPR facilities at Brekke and Ramona elementary schools with a budget of \$697,557 at Brekke and \$1.8 million at Ramona. Additional administrative and program support space to enable certain permanent classrooms currently being used as non-teaching spaces to be repurposed as classrooms are also planned at Brekke and Ramona.

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

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

#### 4.2.7 BREKKE ELEMENTARY CERTIFICATES OF PARTICIPATION (MUNICIPAL LEASE)

In May 2020, CFW, at the direction of the District, completed the prepayment of the District's outstanding municipal lease which was issued in 2010. Proceeds from the 2010 Lease refinanced the District's 1997 Certificates of Participation which had funded the completion of Brekke Elementary. There was approximately \$2,835,700 in remaining principal at the time of the prepayment. The finance team determined that approximately \$2.9 million would be required to prepay the 2010 Lease to account for interest accumulated since the last interest payment made in February 2020, and that the District would then save approximately \$500,000 in future interest costs by doing so. Based on this information, the District directed the finance team to work with the lender to effect a payoff on August 1, 2020, the first available prepayment date per the original lease documents. However, the finance team was able to secure an earlier prepayment date from the lender which saved the District some additional interest monies. In March 2020, the District transferred \$2,845,100 in March 2020 to the lease holder to affect the payoff. The District utilized its Developer Fees (Fund 25) to make the payment to the lease holder, and the resulting interest savings will be made available to the Program.

#### 4.2.8 ENHANCED MASTER CONSTRUCT PROGRAM

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

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

### 4.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to add proposed projects, adjust budgets, schedules and timelines as indicated, based on Board approval as needed.

# PROGRAM FUNDING & EXPENDITURES

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

The District has received approximately \$26 million in new construction grant funds for completed projects at Driffill, Harrington, and Lemonwood Elementary Schools. Due to current lack of new construction eligibility, a total of \$32.7 million in new construction applications are anticipated to be returned to the District. Additional applications totaling approximately \$26 million are on the State’s beyond bond authority list for the new Rose Avenue Elementary School and Seabridge Elementary School projects and are pending the State’s replenishment of the School Facilities Program (SFP) through a potential statewide bond measure and are pending the District’s ability to have substantial enrollment recovery at time of application review by the State. Additional submitted modernization applications are under review by the State. A further review of the SFP programs and estimated District eligibility is provided below.

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

The following provides an update to the prior Program funding and expenditures provided to the Board in the December 2020 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six-month period. Shortfalls due to SFP eligibility caused by enrollment decline

resulting in no further anticipated new construction State aid grants are identified and provided for review and further consideration. The District may be required, once again, to start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Master Construct and Implementation Program.

## 5.1 STATE MATCHING GRANTS

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

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Therefore, new construction applications received on or after September 12, 2018 and modernization applications received after February 28, 2019 will henceforth be placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for State funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

With recognition that bond authority for projects is exhausted, the State Assembly has introduced AB -75 (O'Donnell), the "Kindergarten-Community Colleges Public Education Facilities Bond Act of 2022." If approved by the State Legislature and signed by the Governor, AB 75 will appear on the Statewide ballot in 2022. Specifically, the bill will earmark funds for the following purposes: (1) New construction; (2) Modernization; (3) Replacement of Facilities 75 years and older; (4) Remediation in Lead Water; (5) Charter School Facilities; (6) Career Technical Education; and (7) an unspecified amount for California Community Colleges.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

#### 5.1.1 STATE AID MODERNIZATION

Upon passage and adoption of AB 75, the matching requirements and regulations related to the current SFP will be updated as a condition of receiving funds from the 2022 bond program. Currently, the SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

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

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

Tables 5 and 6 summarize the District’s remaining estimated eligibility for State modernization grants for 299 permanent and 64 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. Since the December 2020 report, the estimated eligibility has been updated to account for final FY2020-21 enrollment by school site and adjusted for the 2021 per pupil grants. When an application is reviewed, the subject school site’s eligibility will be dependent on enrollment at that time and may increase or decrease dependent on enrollment at



that time. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized, as explained later in this section.

As shown in Table 5, the estimated eligibility for permanent classrooms has decreased from \$38.7 million reported in December 2020 to \$37.7 million. Approximately \$15.9 million is currently available for two elementary schools (McAuliffe and Ritchen) and two of the middle schools (Dr. Lopez Academy and Frank), with Frank having the largest amount of grant eligibility available. The District has renamed the former Haydock school as Dr. Manuel M. Lopez Academy of Arts and Sciences. Approximately \$5.4 million in grants are estimated to become eligible in the FY 2021-25 period. The remaining eligibility of approximately \$16.4 million is not fully eligible for grant funding until the FY 2026-29 period. To access these funds, the District must design and receive Division of State Architect (DSA) project approval prior to the submittal of an application for modernization funding of a facility.

**Table 5: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program**

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

\*Current dollars

Table 6 demonstrates remaining eligibility of approximately \$5.6 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. To date, approximately \$3.5 million in modernization applications have been submitted to the OPSC for grant reimbursements. Modernization funding applications will be submitted to the OPSC for the modernization improvements planned at McAuliffe and Ritchen elementary schools. McAuliffe elementary school has now received both DSA and CDE approval of the design plans, while Ritchen has received DSA approval with CDE approval expected soon.

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools.

Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.

Two modernization applications submitted for the Elm and McKinna reconstruction projects are expected to be reviewed by the OPSC soon. The original applications included the use of 3 eligible portables at Elm and 4 eligible portables at McKinna. Separate applications for new construction funding were also submitted for these Elm and McKinna projects that no longer have new construction eligibility. The submitted modernization applications for Elm and McKinna utilized a “Like for Like” methodology. Since the new construction applications are no longer eligible, CFW will attempt to amend these modernization applications to encompass all of the eligible portables. This proposed amendment is estimated to increase the eligibility at these school sites by approximately \$1.4 million at Elm and by approximately \$1.1 million at McKinna. CFW will commence discussions with the OPSC to explore all options to keep the original place in line for these modernization applications.

**Table 6: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program**

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$240,400	0		\$240,400
Driffill	0	0		0		0		0		\$0
Elm	15	0		15	\$1,803,000	0		0		\$1,803,000
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,098,360	0		0		0		\$1,098,360
Harrington	5	3	\$360,600	2	\$240,400	0		0		\$601,000
Dr. Lopez Academy of Arts & Sciences	1	0		0		1	\$137,295	0		\$137,295
Kamala	6	0		5	\$601,000	1	\$120,200	0		\$721,200
Lemonwood	7	6	\$721,200	1	\$120,200	0		0		\$841,400
Marina West	1	0		0		0		1	\$120,200	\$120,200
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$120,200	0		0		0		\$120,200
McKinna	13	7	\$841,400	6	\$721,200	0		0		\$1,562,600
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$360,600	0		\$360,600
Sierra Linda	2	0		0		2	\$240,400	0		\$240,400
Soria	0	0		0		0		0		\$0
<b>Total</b>	<b>64</b>	<b>25</b>	<b>\$3,141,760</b>	<b>29</b>	<b>\$3,485,800</b>	<b>9</b>	<b>\$1,098,895</b>	<b>1</b>	<b>\$120,200</b>	<b>\$7,846,655</b>
<b>Submitted Applications</b>										
Project 1 - Fremont		8	\$1,098,360							
Project 1 - McAuliffe		1	\$120,200							
Harrington Kinder Annex				5	\$601,000					
Lemonwood K-8 Portables		6	\$721,200	1	\$120,200					
Elm Portables				3	\$360,600					
McKinna Portables		4	\$480,800							
<b>Total</b>		<b>19</b>	<b>\$2,420,560</b>	<b>9</b>	<b>\$1,081,800</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$3,502,360</b>
<b>Remaining Eligibility</b>		<b>6</b>	<b>\$721,200</b>	<b>20</b>	<b>\$2,404,000</b>	<b>9</b>	<b>\$1,098,895</b>	<b>1</b>	<b>\$120,200</b>	<b>\$4,344,295</b>

\*Current dollars

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

#### 5.1.2 STATE AID NEW CONSTRUCTION

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

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2021 pupil grant is currently \$12,628 for elementary grades and \$13,356 for middle grades and is counted based on each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 7 provides a summary of received funding and submitted applications for new construction grants during the Master Construct and Implementation Program. For applications not yet received funding, the shown grant amounts are estimated based on the State's 2021 per pupil grants and the estimated

supplemental grants submitted as part of the applications and may vary from amounts shown on the State’s workload and beyond bond authority lists:

**Table 7: New Construction Applications During Implementation of Program**

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Drifffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Drifffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
<b>Subtotal</b>		<b>1,448</b>	<b>35</b>	<b>\$21,534,483</b>	<b>\$4,415,075</b>	<b>\$25,949,558</b>
<b>Total Grants Received</b>						<b>\$25,949,558</b>
1 Marshall	50/72538-00-014	316	0	\$4,147,696	\$395,100	\$4,542,796
2 Elm	50/72538-00-015	600	13	\$7,885,303	\$1,242,354	\$9,127,657
<b>Subtotal</b>		<b>916</b>	<b>13</b>	<b>\$12,032,999</b>	<b>\$1,637,454</b>	<b>\$13,670,453</b>
<b>Total Applications Returned to District</b>						<b>\$13,670,453</b>
1 Ritchen Kinder	50/72538-00-016	0	18	\$638,712	\$211,095	\$849,807
2 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$48,716	\$687,428
3 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$266,733	\$905,445
4 Lemonwood Use of Grants	50/72538-00-019	160	0	\$2,077,264	\$0	\$2,077,264
5 Elm Use of Grants	50/72538-00-020	72	0	\$909,216	\$0	\$909,216
6 Marshall Use of Grants	50/72538-00-021	80	0	\$1,045,184	\$0	\$1,045,184
7 McKinna	50/72538-00-022	675	35	\$9,460,262	\$1,423,945	\$10,884,207
8 McKinna Use of Grants	50/72538-00-023	83	0	\$1,048,124	\$0	\$1,048,124
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$0	\$638,712
<b>Subtotal</b>		<b>1,070</b>	<b>107</b>	<b>\$17,094,898</b>	<b>\$1,950,489</b>	<b>\$19,045,387</b>
<b>Total Applications on State Workload List</b>						<b>\$19,045,387</b>
1 Seabridge + Land	50/72538-00-025	575	13	\$7,569,603	\$7,070,025	\$14,639,628
2 Seabridge Use of Grants	50/72538-00-026	68	0	\$858,704	\$0	\$858,704
3 Rose Avenue	50/72538-00-027	675	35	\$9,460,262	\$1,439,250	\$10,899,512
<b>Subtotal</b>		<b>1,318</b>	<b>48</b>	<b>\$17,888,569</b>	<b>\$8,509,275</b>	<b>\$26,397,844</b>
<b>Total Applications on State Beyond Bond Authority List</b>						<b>\$26,397,844</b>
<b>Total Applications (18)</b>		<b>4,752</b>	<b>203</b>	<b>\$68,550,949</b>	<b>\$16,512,293</b>	<b>\$85,063,242</b>

The District has received approximately \$26 million in new construction grant funds for completed projects at Drifffill, Harrington, and Lemonwood schools. An additional \$32.7 million in new construction applications were submitted and received on the State’s workload list between November 2017 through July 2018. Of the \$32.7 million in applications, \$13.7 million in estimated grants for Marshall and Elm were returned to the District by the OPSC due to lack of new construction eligibility. As previously demonstrated in the earlier Section 3 of this report, the District has experienced significant declines in its projected enrollment which has resulted in no remaining new construction eligibility pupil grants at this time. The \$19 million from the remaining applications on the State’s workload list are scheduled to be processed by the OPSC within the 2020-21 School Year. The District will not have any new construction eligibility within this time period and that these applications are anticipated to be removed from the State’s workload list and returned to the District.

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

### 5.1.3 FINANCIAL HARDSHIP FUNDING

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

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

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

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

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

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

## 5.1.4 SUBMITTED STATE AID APPLICATIONS

Table 8 presents State aid applications that have been filed with the OPSC and are either in the review process or are awaiting review and funding by the State, totaling approximately \$47.8 million. It also reflects the current pupil grant amounts in effect for 2021 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. As previously stated, all the new construction applications except for the applications associated with Rose Avenue and Seabridge are scheduled to be reviewed by the OPSC soon and will not qualify for new construction grants due to lack of eligibility at this time. The Seabridge and Rose Avenue applications remain on the State's beyond authority list and will be subject to eligibility requirements at time of review by the OPSC. The District has received and responded to OPSC review letters for both the Harrington and Lemonwood modernization project applications. These applications are anticipated to be presented to the SAB for an unfunded approval in June 2021 for Harrington and in the fall 2021 for Lemonwood. Review notices from OPSC for the modernization applications at Elm and McKinna are anticipated soon. As previously stated, CFW will commence discussions with the OPSC to explore all options to potentially increase the eligibility and keep the original place in line for these modernization applications at Elm and McKinna.

**Table 8: Submitted State Aid Applications**

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Harrington Kinder Annex	Mod.	125	125	0	0	0	0	\$601,000	\$45,540	\$646,540
Lemonwood Portables	Mod.	175	175	0	0	0	0	\$841,400	\$0	\$841,400
Ritchen Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$211,095	\$849,807
Brekke Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$48,716	\$687,428
McAuliffe Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$266,733	\$905,445
Lemonwood Use of Grants	New Const.	160	82	78	0	0	0	\$2,077,264	\$0	\$2,077,264
Elm Use of Grants	New Const.	72	72	0	0	0	0	\$909,216	\$0	\$909,216
Marshall Use of Grants	New Const.	80	32	48	0	0	0	\$1,045,184	\$0	\$1,045,184
McKinna	New Const.	675	675	0	35	26	9	\$9,460,262	\$1,423,945	\$10,884,207
McKinna Use of Grants	New Const.	83	83	0	0	0	0	\$1,048,124	\$0	\$1,048,124
Elm Portables	Mod.	75	75	0	0	0	0	\$360,600	\$0	\$360,600
McKinna Portables	Mod.	100	100	0	0	0	0	\$480,800	\$0	\$480,800
Ramona Kinder	New Const.	0	0	0	18	0	18	\$638,712	\$0	\$638,712
Seabridge + Land	New Const.	575	575	0	13	13	0	\$7,569,603	\$7,070,025	\$14,639,628
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$858,704	\$0	\$858,704
Rose Avenue	New Const.	675	675	0	35	26	9	\$9,460,262	\$1,439,250	\$10,899,512
<b>Total</b>		<b>2,863</b>	<b>2,737</b>	<b>126</b>	<b>155</b>	<b>65</b>	<b>90</b>	<b>\$37,267,267</b>	<b>\$10,505,304</b>	<b>\$47,772,571</b>
<i>Total New Construction Pupils Used</i>		<b>2,388</b>	<b>2,262</b>	<b>126</b>	<b>155</b>	<b>65</b>	<b>90</b>			
<i>Total Modernization Pupils Used</i>		<b>475</b>	<b>475</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>			

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

## 5.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District's match requirement for eligible State assistance projects. The purpose of these fees is to offset the student

enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

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

A fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.3 million in additional developer fee revenues as of April 30, 2021, for a grand total of \$12.7 million in collected revenues.

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

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

As reported in December 2020, the District adopted a School Facilities Needs Analysis in April 2020, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$3.83 per square foot for all new future residential units built within the District's boundaries.



Using available County and local data, the Study estimates that only 2,215 residential single and multi-family homes, totaling 3,396,821 square feet, will be built in the District over the next five years. For the five-year period being examined, this would equate to approximately 443 new residential units per year instead of the 547 unit average calculated in the Level 1 Study. The resulting expected revenue from Level 2 developer fees for this five-year period is approximately \$13 million or \$2.6 million per year starting in 2020-21 fiscal year. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees.

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

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$9.3 million in additional developer fee revenues as of April 30, 2021, for a grand total of \$12.7 million in collected revenues. Based on the projections provided by Cooperative Strategies in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District may collect approximately \$41.4 million in developer fees over the life of the Program using the current Level 1 fee of \$2.69. This is an overall decrease in anticipated revenues of approximately \$15.3 million.

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

### 5.3 GENERAL OBLIGATION BONDS

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

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



\$142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements.

On March 15, 2017, the District sold \$81.0 million in G.O. bonds, Series 2017A to strong investor demand. The bonds had a total interest cost of approximately 4.21% and a term of 30 years. The total gross debt service for the bond issuance is \$172.7 million, resulting in a debt repayment ratio of 2.13 to 1, well below the 3.36 to 1 estimated to voters. This is also below the required payback ratio required by law of 4 to 1. Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match requirement for State SFP grants and leverage reimbursements from State Aid matching grants.

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

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

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

**Table 9: Summary of Measure D Bond Sales to Date**

	Series 2017A	Series 2018B	Series 2020C
<b>Par Amount</b>	\$81.0 million	\$14.0 million	\$11.0 million
<b>Total Debt Service</b>	\$172.7 million	\$30.3 million	\$21.8 million
<b>Repayment Ratio</b>	2.13 to 1	2.16 to 1	1.99 to 1
<b>Average Interest Rate (TIC)</b>	4.21%	4.15%	2.97%
<b>2020-21 Tax Rate to Repay Outstanding Measure "D" Bonds</b>	\$27.50 per \$100,000 AV		

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

District staff and CFW will continue to monitor the municipal market for future refunding opportunities in order to benefit the District and its taxpayers.

**5.3.1 AVAILABILITY OF FUTURE BOND FUNDING**

Potential future funding from Measure “D” is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the \$30 tax rate allowance under Prop. 39. State law governs how much long-term principal debt California school district may carry at any one time. Unless a waiver is processed by the California Department of Education and approved by the State Board of Education, the statutory bonding capacity, or debt limit of an elementary school district is equal to 1.25% of the total district assessed value of all taxable properties within the district’s boundaries.

Based on the District’s assessed value of \$14.6 billion for fiscal year 2020-21, the District’s statutory 1.25% gross bonding capacity is estimated at \$183 million. To comply with the California Education Code and issue additional bonds, the District applied and was granted a waiver from CDE in March of 2017 authorizing the District to exceed its bonding limit of 1.25% to an amount equal to 2.12% (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. In Table 10, the District’s gross bonding capacity as of FY 2020-21 is approximately \$310.4 million, of which to date approximately \$279 million is currently outstanding in principal amount from prior bond sales. As a result, the District’s remaining net bonding at this time is estimated at \$31.3 million. The District’s net bonding capacity is expected to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

**Table 10: Bonding Capacity Analysis**

BONDING CAPACITY ANALYSIS	
Fiscal Year 2020-21	
ASSESSSED VALUATION	
Secured Assessed Valuation	\$13,883,048,757
Unsecured Assessed Valuation	\$756,805,376
DEBT LIMITATION	
Total Assessed Valuation	\$14,639,854,133
Applicable Bond Debt Limit with Waiver*	2.12%
Bonding Capacity	\$310,364,908
Outstanding Bonded Indebtedness	\$279,039,228
<b>NET BONDING CAPACITY</b>	<b>\$31,325,680</b>
% of Capacity Current Used	89.91%
<small>* 2017 Waiver</small>	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$182,998,177
Outstanding Bonded Indebtedness	\$279,039,228
% of Statutory Bonding Capacity Utilized	152.48%

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 11 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.6 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.4 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

**Table 11: Historical Assessed Valuation**

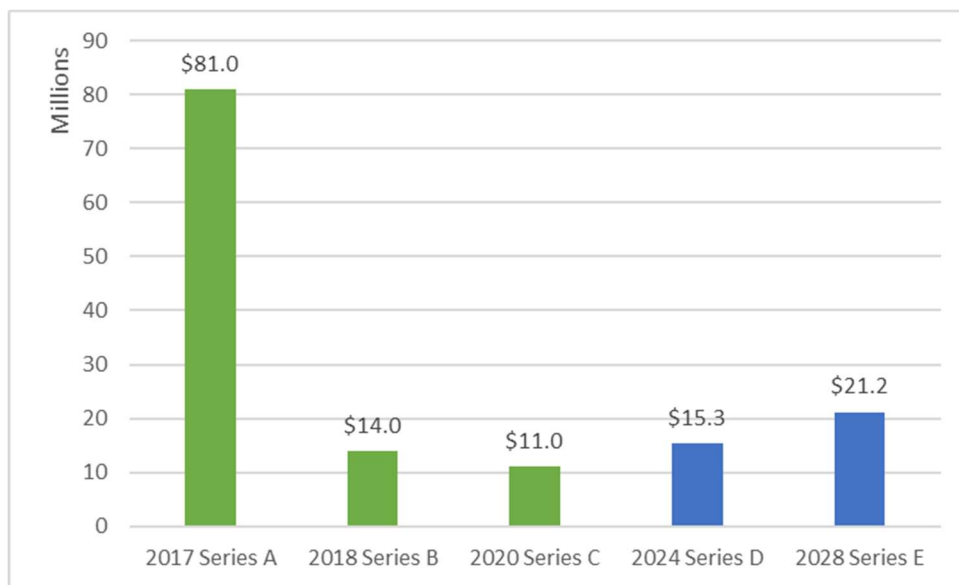
<b>Historical Assessed Value</b>		
<b>Fiscal Year</b>	<b>Total</b>	<b>% Δ</b>
2001	\$4,931,354,901	-
2002	\$5,456,598,521	10.7%
2003	\$5,963,113,197	9.3%
2004	\$6,635,172,071	11.3%
2005	\$7,583,558,704	14.3%
2006	\$8,657,971,155	14.2%
2007	\$9,931,635,061	14.7%
2008	\$10,883,340,116	9.6%
2009	\$10,923,360,081	0.4%
2010	\$10,256,972,528	-6.1%
2011	\$10,222,956,307	-0.3%
2012	\$10,128,841,659	-0.9%
2013	\$10,224,776,805	0.9%
2014	\$10,523,302,599	2.9%
2015	\$11,258,539,314	7.0%
2016	\$11,811,053,863	4.9%
2017	\$12,231,081,218	3.6%
2018	\$12,813,934,964	4.8%
2019	\$13,410,386,931	4.7%
2020	\$14,062,908,693	4.9%
2021	\$14,639,854,133	4.1%
<b>5-Year Annualized Average</b>		4.4%
<b>10-Year Annualized Average</b>		3.7%
<b>20-Year Annualized Average</b>		5.6%

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

year 2020-21, the County is levying a rate of \$27.50 per \$100,000 of assessed property value, below the legally permitted \$30 tax rate.

Figure 5 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at 80 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales, if needed.

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



The availability of additional funds issued in 2020 Series C is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District has utilized Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$15.3 million for the 2024 Series D issuance and \$21.1 million for the 2028 Series E issuance assume 4% average annual District AV growth moving forward. In addition, the average interest rate is assumed to be 3.5%, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25

years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis will be updated in the fall once new assessed values are released by the County in August.

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

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

If desired, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District's assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$182 million in bond proceeds over a projected 8 year period based on current market conditions. The size and timing of bond series depend on the needs of the overall program and are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. If the Board elects to bring a new bond authorization to voters for approval during 2022 election cycle, this may allow the District to further expand the Basic program by providing additional local funds to the Program in anticipation of further delays or in lieu of decreased State aid reimbursements due to enrollment decline.

## 5.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the December 2020 Semi-Annual Report, the total budget was approximately \$241.6 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 12 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2021 totaling approximately \$207 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District's financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that

expenditure reporting is based on the budget approved as part of the December 2020 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2021 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 12, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed.

From July 1, 2012 through April 30, 2021, the District disclosed expenditures of approximately \$34 million for additional facilities improvements not identified in the Master Construct. Of the total, \$13.2 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District's prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens' Oversight Committees and expenditures are audited annually for the Board's review.

**Table 12: Estimated Expenditures to Date for Projects Under Implementation**

Project	Adopted	Fiscal Year Expenditures									Total
	Budget	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21 <sup>1</sup>	
Acquire Site New Elem K-5	\$7,773,653	\$7,669,462	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$7,766,731
Doris/Patterson Acquire Land	\$9,192,500	\$0	\$0	\$0	\$75,015	\$205,907	\$8,905,711	\$12,186	\$0	\$0	\$9,198,818
Doris/Patterson LAFCO Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,547	\$143,777	\$254,490	\$14,485	\$7,518	\$2,730	\$504,518
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$145,936	\$1,493,738	\$12,213,889	\$9,697,001	\$224,482	\$2,431	\$0	\$0	\$0	\$23,777,476
Design & Reconstruct Lemonwood Elem K-8	\$42,171,543	\$143,997	\$854,243	\$1,449,310	\$1,745,066	\$15,508,814	\$14,839,402	\$6,969,338	\$388,855	\$83,385	\$41,982,409
Design & Reconstruct Elm Elem K-5	\$32,872,208	\$0	\$370,846	\$1,190,117	\$339,812	\$3,322,670	\$13,222,379	\$13,246,602	\$1,164,669	\$12,395	\$32,869,490
Design & Construct Seabridge K-5	\$2,885,046	\$0	\$0	\$0	\$0	\$149,343	\$1,758,104	\$431,954	\$377,275	\$212,506	\$2,929,181
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$665,339	\$1,889,210	\$16,646,987	\$14,958,735	\$1,912,001	\$36,072,273
Design & Reconstruct Rose Avenue K-5	\$30,680,582	\$0	\$0	\$0	\$0	\$56,204	\$1,101,207	\$907,116	(\$12,288)	\$225,205	\$2,277,444
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$491,496	\$0	\$0	\$0	\$421,017	\$0	\$0	\$71,516	\$0	\$0	\$492,533
Design & Construct Doris/Patterson 6-8	\$270,791	\$0	\$0	\$0	\$0	\$0	\$0	\$277,722	\$0	\$0	\$277,722
<b>Design &amp; Improve K-5 Kindergarten Facilities</b>											
Ritchen	\$558,160	\$14,885	\$70,561	\$350,460	\$116,773	\$119	\$0	\$0	\$0	\$0	\$552,798
Brekke	\$276,432	\$11,712	\$57,341	\$199,454	\$6,513	\$112	\$0	\$0	\$0	\$0	\$275,133
McAuliffe	\$323,548	\$11,354	\$86,746	\$214,450	\$8,898	\$107	\$0	\$0	\$0	\$0	\$321,556
Drifill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$351,773
<b>Total K-5 Kindergarten Facilities</b>	<b>\$1,509,913</b>	<b>\$89,286</b>	<b>\$271,360</b>	<b>\$1,007,275</b>	<b>\$132,184</b>	<b>\$1,155</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,501,260</b>
<b>Design &amp; Construct Science Labs/Academies</b>											
Chavez	\$650,920	\$17,491	\$168,675	\$443,525	\$19,273	\$182	\$0	\$0	\$0	\$0	\$649,146
Curren	\$600,333	\$16,825	\$118,599	\$445,544	\$17,485	\$176	\$0	\$0	\$0	\$0	\$598,628
Kamala	\$621,562	\$17,240	\$155,234	\$428,880	\$18,299	\$186	\$0	\$0	\$0	\$0	\$619,839
Haydock	\$1,081,764	\$63,571	\$300,659	\$664,569	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$1,079,296
Fremont	\$1,904,348	\$85,013	\$510,611	\$1,209,206	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$1,901,257
<b>Total Science Labs/Academies</b>	<b>\$4,858,926</b>	<b>\$200,140</b>	<b>\$1,253,779</b>	<b>\$3,191,723</b>	<b>\$91,576</b>	<b>\$109,948</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,848,165</b>
<b>Project 1 Remaining Adjustment</b>	<b>\$0</b>										
<b>Kindergarten Flex Classrooms</b>											
Brekke	\$1,926,268	\$0	\$0	\$0	\$0	\$0	\$921,253	\$988,680	\$0	\$0	\$1,909,933
McAuliffe	\$2,551,273	\$0	\$0	\$0	\$0	\$0	\$754,595	\$1,706,947	\$14,054	\$0	\$2,475,596
Ramona	\$2,190,472	\$0	\$0	\$0	\$0	\$0	\$149,056	\$1,898,246	\$144,929	\$0	\$2,192,232
Ritchen	\$2,709,074	\$0	\$0	\$0	\$0	\$0	\$723,078	\$1,700,452	\$178,170	\$0	\$2,601,701
<b>Total Kindergarten Flex Classrooms</b>	<b>\$9,377,088</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,547,982</b>	<b>\$6,294,326</b>	<b>\$337,154</b>	<b>\$0</b>	<b>\$9,179,461</b>
<b>Kindergarten Annex Improvements</b>											
Harrington	\$3,208,487	\$0	\$0	\$28,113	\$111,759	\$62,792	\$1,827,408	\$1,177,566	\$6,952	\$0	\$3,214,590
Lemonwood	\$3,655,246	\$0	\$0	\$22,519	\$31,779	\$34,633	\$28,073	\$167,535	\$3,123,055	\$126,417	\$3,534,011
<b>Total Kindergarten Annex Improvements</b>	<b>\$6,863,733</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,632</b>	<b>\$143,538</b>	<b>\$97,426</b>	<b>\$1,855,481</b>	<b>\$1,345,100</b>	<b>\$3,130,007</b>	<b>\$126,417</b>	<b>\$6,748,601</b>
Marshall K-8 12 Classroom Addition	\$12,920,376	\$0	\$0	\$81,437	\$555,538	\$173,877	\$4,057,706	\$5,348,943	\$2,771,500	\$54,606	\$13,043,608
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$204,617	(\$36,003)	(\$2,432)	\$0	\$0	\$0	\$166,182
Drifill MPR	\$76,058	\$0	\$0	\$0	\$0	\$0	\$0	\$78,005	\$0	\$0	\$78,005
Technology Phase 1	\$12,183,030	\$1,292,845	\$7,530,402	\$2,169,967	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$12,183,562
Technology Phase 2	\$214,699	\$0	\$0	\$0	\$0	\$63,460	\$186,934	\$16,194	(\$127,279)	(\$48,341)	\$90,968
Drifill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$991,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$180,166	\$410,750
Ritchen 21st Century Modernization	\$981,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$177,262	\$409,350
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$3,739,248										
<b>TOTAL</b>	<b>\$241,585,698</b>	<b>\$9,691,666</b>	<b>\$11,823,625</b>	<b>\$21,391,694</b>	<b>\$13,751,259</b>	<b>\$21,623,508</b>	<b>\$50,620,180</b>	<b>\$51,659,899</b>	<b>\$23,458,818</b>	<b>\$2,938,333</b>	<b>\$206,958,981</b>

Notes:

1. Fiscal Year 2020-21 expenditures are as of April 30, 2021
2. Budgets have been adjusted per the December 2020 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds



# MASTER BUDGET & SCHEDULE

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

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$410 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the December 2020 six-month review and provide recommended adjustments for the next six-month period. The combined total expenditures have decreased to \$341.5 million, inclusive of an \$18.2 million Program Reserve. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. Negotiation of a guaranteed maximum price (GMP) for construction of Rose Avenue is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to a later phase and the design and construction of the new Doris Patterson 6-8 school and additional K-8 MPR facilities have been removed from the program pending additional future funding. An overall decrease in funding sources is anticipated primarily due to decreased estimated State aid and developer fee revenues. It is anticipated that the District will be in need of additional local funding to make up for the shortfall for these future projects not being implemented.

## 6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 13 presents the adopted Master Construct Program budget as of December 2020 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four



phases is approximately \$410 million and is funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

**Table 13: Adopted Master Construct & Implementation Program Budget**

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 13,269,341	\$ -	\$ -	\$ 13,269,341	\$ -
Series E	\$ 23,146,769	\$ -	\$ -	\$ -	\$ 23,146,769
<b>Total Master Construct Bonds</b>	<b>\$ 141,649,963</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 81,144,412	\$ -	\$ 10,562,848	\$ 69,991,309	\$ 590,255
Est. Developer Fees	\$ 56,703,006	\$ 7,454,555	\$ 4,424,484	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 12,240,557	\$ 1,594,953	\$ 3,856,391	\$ 1,836,894	\$ 4,952,320
<b>Est. Total Sources</b>	<b>\$ 410,077,107</b>	<b>\$ 127,388,677</b>	<b>\$ 124,077,576</b>	<b>\$ 105,800,743</b>	<b>\$ 52,810,112</b>
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,885,046	\$ 25,683,386	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 386,962,566</b>	<b>\$ 142,320,439</b>	<b>\$ 95,375,536</b>	<b>\$ 99,461,643</b>	<b>\$ 49,804,949</b>
Brekke ES COP Lease Payments	\$ 4,316,718	\$ -	\$ 4,316,718	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 14,264,055</b>	<b>\$ -</b>	<b>\$ 9,880,555</b>	<b>\$ 2,062,500</b>	<b>\$ 2,321,000</b>
Program Reserve	\$ 8,850,486	\$ (14,931,762)	\$ 3,889,723	\$ 4,276,600	\$ 684,163
<b>Est. Total Uses</b>	<b>\$ 410,077,107</b>	<b>\$ 142,320,439</b>	<b>\$ 109,145,813</b>	<b>\$ 105,800,743</b>	<b>\$ 52,810,112</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 410,077,107</b>				

\*Estimated State grant amounts are dependent on maintaining program eligibility  
 \*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects

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

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

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

- Completion of the newly reconstructed McKinna Elementary
- Design approval from DSA for the reconstruction of Rose Avenue Elementary with construction to commence pending development of final Guaranteed Maximum Price (GMP)
- Design approval from DSA for the new Seabridge K- 5 elementary school
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Completion of a kindergarten annex at Lemonwood
- Design approval from DSA for modernization improvements at McAuliffe and Ritchen elementary schools

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

Launching in 2021, Phase 3 completes the construction of Seabridge elementary as well as the design and construction of the Doris/Patterson 6-8 middle school following the completion of the LAFCo process. Phase 3 also includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritchen elementary schools, and MPR or gymnasium improvements for remaining K-5 schools, Driffill, Dr. Lopez Academy, and Fremont. Phase 3 accounts for continued lease payments related to the District’s outstanding Doris/Patterson COP.

Phase 4 includes the design and construction for the Doris Patterson K-5 facilities and the construction of new multipurpose room/gyms at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4. The District’s lease payments for its COPs related to the Doris/Patterson land acquisition will

be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

## 6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 14 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to decrease to approximately \$341.5 million primarily due to an anticipated decrease in State aid and developer fee revenues.

The District's submitted reimbursement applications on the State's workload list for State aid new construction grants have either come up for review or are scheduled to be reviewed by the State soon. Due to the District's decline in enrollment, the District does not qualify for new construction grants at this time. Additional new construction applications remain on the State's beyond bond authority wait list and will be subject to eligibility at time of review by the State. For purposes of the program budget, estimated revenues conservatively exclude these additional applications.

Total State aid revenues have decreased by approximately \$50.9 million. Total developer fee revenues decreased by \$15.3 due to a decrease from Level 2 and Level 1 fees. Total interest earnings for the Program are anticipated to decrease from \$12.2 million to \$9.8 million based on the anticipated level of funds available. The combined total expenditures have decreased to \$323.4 million. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. The current project under implementation includes the construction of Rose Avenue. Negotiation of a guaranteed maximum price (GMP) with the lease-lease back contractor is underway. It is anticipated that the final GMP will exceed the original construction budget due to rising construction costs. To adjust for decreased revenues, the K-5 and 6-8 MPR/support facilities are proposed to be moved to Phase 4. The construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been removed from the program due to lack of funding. It is anticipated that the District will be in need of additional local funding to make up for the shortfall for these future projects not being implemented. The total Program Reserve has been increased from \$8.9 million to \$18.2 million due to decreases in estimated uses.

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

**Table 14: Revised Master Construct & Implementation Program Budget**

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

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

## 6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 efforts are complete and were primarily funded through Measure “R” bond proceeds. Accomplishments include completed improvements to kindergarten and science lab facilities across eight schools to accommodate the educational reconfiguration plan and the deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. In addition, three new reconstructed schools have been provided at Harrington, Elm, and Lemonwood elementary schools. A new 12 classroom building was completed at Marshall Elementary School. Phase 1 also includes the completion of a kindergarten annex facility at Harrington Elementary School and the purchase of the Seabridge and Doris /Patterson school sites.

The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2021 resulting in some overall budget increases and savings within Phase 1. In total, the Phase 1 budget includes \$142.2 million in improvements.

**Table 15: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)**

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Acquire New Sites					
Seabridge Elementary School	2013	2013	\$7,773,653	<b>\$7,766,731</b>	(\$6,922)
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572		\$0
Subtotal				\$8,567,303	(\$6,922)
Design & Reconstruct Sites					
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	<b>\$23,777,476</b>	(\$69,256)
Lemonwood K-8	2014/18	2014/18	\$42,171,543	<b>\$41,982,409</b>	(\$189,134)
Elm Elem. K-5	2014/19	2014/19	\$32,872,208	<b>\$32,869,490</b>	(\$2,718)
Subtotal				\$98,629,376	(\$261,107)
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14			
Ritchen**			\$558,160	<b>\$552,798</b>	(\$5,362)
Brekke			\$276,432	<b>\$275,133</b>	(\$1,299)
McAuliffe			\$323,548	<b>\$321,556</b>	(\$1,993)
Drifill			\$351,773		\$0
Subtotal				\$1,501,260	(\$8,654)
Design & Construct Science Labs (Project 1)	2013/14	2013/14			
Chavez Science Labs K-8			\$650,920	<b>\$649,146</b>	(\$1,774)
Curren Science Labs K-8			\$600,333	<b>\$598,628</b>	(\$1,705)
Kamala Science Labs K-8			\$621,562	<b>\$619,839</b>	(\$1,723)
Dr. Lopez Science Labs 6-8 & Utility Upgrades			\$1,081,764	<b>\$1,079,296</b>	(\$2,468)
Fremont Science Labs 6-8 & Utility Upgrades			\$1,904,348	<b>\$1,901,257</b>	(\$3,091)
Subtotal				\$4,848,165	(\$10,761)
Project 1 Adjustment				\$0	\$0
Childhood Development Center Improvements					
Harrington	2015	2015	\$3,208,487	<b>\$3,214,590</b>	\$6,103
Subtotal				\$3,214,590	\$6,103
Planning for K-8 MPRs	2016	2016	\$175,000	<b>\$166,182</b>	(\$8,818)
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$12,920,376	<b>\$13,043,608</b>	\$123,232
Technology	2013/15	2013/15	\$12,183,030	<b>\$12,183,562</b>	\$532
Program Improvements Subtotal				\$142,154,045	(\$166,394)
Program Reserve			(\$14,931,762)	<b>(\$14,765,368)</b>	\$166,394
Program Improvements Total				\$142,154,045	(\$166,394)

\*Current dollars

\*\*Includes New Special Day Classroom

## 6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

The reconstruction of McKinna Elementary is complete. Negotiations to develop a GMP contract to construct Rose Avenue school are underway. It is anticipated that the final GMP for the Rose Avenue project will exceed the original construction budget due to rising construction costs, however no budget adjustments are recommended at this time. Recommended budget adjustments will be review upon development of the final GMP. New Kindergarten/Flex classrooms have been completed at Brekke, McAuliffe, Ritche, and Ramona elementary schools. The Lemonwood kindergarten annex is also complete. The District has completed the land purchase of the Doris/Patterson school site. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. The design plans have received DSA approval for the modernization improvements planned at McAuliffe and Ritche elementary schools. Per Table 16, recommended adjustments to projects include accounting for project actuals as of April 30, 2021 for completed and close out projects. The Brekke COP payoff has been completed within Phase 2. An overall increase of \$8 million to the Program Reserve is proposed.

**Table 16: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)**

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	\$9,192,500	<b>\$9,198,818</b>	\$6,318
Subtotal				<b>\$9,198,818</b>	\$6,318
Construct New School Sites: Master Construct					
Seabridge K-5	2018/2024	2018/2024	\$2,885,046	<b>\$2,929,181</b>	\$44,135
Dorris Patterson K-5 (Planning)	2020	2020	\$491,496	<b>\$492,533</b>	\$1,037
Dorris Patterson 6-8 (Planning)	2020	2020	\$270,791	<b>\$277,722</b>	\$6,931
Reconstruct School Sites: Master Construct					
Rose Avenue K-5	2018/2021	2018/2021	\$30,680,582		\$0
McKinna K-5	2017	2017	\$36,558,911		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	\$1,926,268	<b>\$1,909,933</b>	(\$16,335)
McAuliffe	2018	2018	\$2,551,273	<b>\$2,475,596</b>	(\$75,678)
Ramona	2018	2018	\$2,190,472	<b>\$2,192,232</b>	\$1,760
Ritche	2018	2018	\$2,709,074	<b>\$2,601,701</b>	(\$107,374)
Classroom/Library/MPR Modernizations					
McAuliffe (Planning/Design)	2019	2019	\$991,949		\$0
Ritche (Planning/Design)	2019	2019	\$981,170		\$0
Construct K-8 Multipurpose Room					
Driffill (Planning)	2020	2020	\$76,058	<b>\$78,005</b>	\$1,947
Childhood Development Center Improvements					
Lemonwood	2019	2019	\$3,655,246		\$0
Subtotal				<b>\$85,824,761</b>	(\$143,576)
Technology	2020	2020	\$214,699	<b>\$90,968</b>	(\$123,731)
Program Improvements Subtotal				<b>\$95,114,547</b>	(\$260,989)
Program Reserve			\$3,889,723	<b>\$11,924,965</b>	\$8,035,242
Additional Facilities Expenditures	2018	2018	\$4,519,836		\$0
Program Lease Payments					
Brekke ES COP	2020	2020	\$4,316,718	<b>\$3,831,453</b>	(\$485,266)
COP for Land Acquisition	2026-29	2026-29	\$480,000		\$0
Portables Lease Payments	2019	2019	\$564,000		\$0
Subtotal				<b>\$9,395,289</b>	(\$485,266)
Program Improvements Total				<b>\$116,434,801</b>	\$7,288,987

\*Current dollars

## 6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

The design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 3 into Phase 4. The planned academic program space improvements for Brekke and Ramona are also moved from Phase 3 into Phase 4. The new Doris/Patterson 6-8 middle school and multipurpose room/gym at Driffill projects have been removed due to lack of available funding. Phase 3 completes construction activities associated with the planned modernization improvements at McAuliffe and Ritchen. The budgets for McAuliffe and Ritchen modernizations have been adjusted to reflect the current estimated State aid modernization eligibility for Financial Hardship less the established budget for the planning and design efforts. The Phase 3 Program Reserve is estimated to increase by \$460,582. Phase 3 also accounts for continued lease payments related to the District's outstanding Doris/Patterson COP. Table 17 provides a summary of the proposed Phase 3 budget and schedule.

**Table 17: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)**

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Construct New School Sites: Master Construct					
Dorris Patterson 6-8	2024		\$48,786,422	\$0	(\$48,786,422)
Seabridge	2018/2024	2018/2024	\$25,683,386	\$25,639,251	(\$44,135)
Classroom/Library/MPR Modernizations					
McAuliffe	2024	2024	\$3,967,795	\$3,960,291	(\$7,504)
Ritchen	2024	2024	\$3,924,680	\$3,378,083	(\$546,597)
Modernize K-5 Multipurpose Rooms					
Brekke	2024	2027	\$697,557	\$0	(\$697,557)
Ramona	2024	2027	\$1,755,474	\$0	(\$1,755,474)
Construct Academic Program Space: Master Construct					
Brekke	2024	2027	\$459,373	\$0	(\$459,373)
Ramona	2024	2027	\$292,151	\$0	(\$292,151)
Construct Gym & Modernize MPR					
Fremont	2024	2027	\$5,557,436	\$0	(\$5,557,436)
Modernize MPR					
Dr. Lopez Academy of Arts & Sciences	2024	2027	\$1,500,000	\$0	(\$1,500,000)
Construct K-8 Multipurpose Room					
Driffill	2024		\$6,837,369	\$0	(\$6,837,369)
Program Improvements Subtotal				\$32,977,625	(\$66,484,018)
Program Reserve			\$4,276,600	\$4,737,182	\$460,582
Program Lease Payments					
COP for Land Acquisition	2026-29	2026-29	\$2,062,500		\$0
Subtotal				\$2,062,500	\$0
Program Improvements Total				\$39,777,307	(\$66,023,436)

\*Current dollars

## 6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program through the design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy and academic program space improvements at Brekke and Ramona. The design and construction of the new Doris/Patterson K-5 school is also included in Phase 4.



Construction of new multipurpose room/gyms at Chavez, Curren, and Kamala have been removed due to lack of funding. Phase 4 is also scheduled to continue COP payments for its COPs related to the Doris/Patterson land acquisition and will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. As summarized in Table 18, the Phase 4 budget includes \$43.2 million in improvements, inclusive of a \$1.5 million program reserve.

**Table 18: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)**

Project	Schedule Dec 2020	Schedule June 2021	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2021/2026	2021/2026	\$29,064,668	<b>\$29,063,631</b>	(\$1,037)
Modernize K-5 Multipurpose Rooms					
Brekke	2024	<b>2027</b>		<b>\$697,557</b>	\$697,557
Ramona	2024	<b>2027</b>		<b>\$1,755,474</b>	\$1,755,474
Construct Academic Program Space: Master Construct					
Brekke	2024	<b>2027</b>		<b>\$459,373</b>	\$459,373
Ramona	2024	<b>2027</b>		<b>\$292,151</b>	\$292,151
Construct Gym & Modernize MPR					
Fremont	2024	<b>2027</b>		<b>\$5,557,436</b>	\$5,557,436
Modernize MPR					
Dr. Lopez Academy of Arts & Sciences	2024	<b>2027</b>		<b>\$1,500,000</b>	\$1,500,000
Construct K-8 Multipurpose Rooms					
Chavez	2027		\$6,913,427	<b>\$0</b>	(\$6,913,427)
Curren	2027		\$6,913,427	<b>\$0</b>	(\$6,913,427)
Kamala	2027		\$6,913,427	<b>\$0</b>	(\$6,913,427)
Program Improvements Subtotal				<b>\$39,325,622</b>	<b>(\$10,479,327)</b>
Program Reserve			\$684,163	<b>\$1,532,875</b>	\$848,711
Program Lease Payments					
COP for Land Acquisition	2026-29	2026-29	\$2,321,000		\$0
Subtotal				<b>\$2,321,000</b>	<b>\$0</b>
Program Improvements Total				<b>\$43,179,496</b>	<b>(\$9,630,616)</b>

\*Current dollars

**6.7 MASTER SCHEDULE**

The following summary schedule provides an overview of an updated proposed phasing strategy for the Program. Table 19 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21<sup>st</sup> century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District’s educational program.

The schedules for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy have been to Phase 4 to commence in 2027. The planned academic program space improvements for Brekke and Ramona are also moved to Phase 4 to commence in 2027. The new middle school planned at the Doris/Patterson site and remaining K-8 MPR improvements have been removed from the Program due to lack of anticipated funding. The construction end date for Rose Avenue has been adjusted from August 2022 to August 2023.



Table 19: Summary Schedule

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

Based on the identified phasing plan, Table 20 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$30.7 million.

**Table 20: Projects Under Management**

<b>Project Name</b>	<b>Start Date</b>	<b>End Date</b>	<b>Master Budget (Current Dollars)</b>
<b>Construct:</b>			
Rose Avenue	Jan-2017	<b>Aug-2023</b>	\$30,680,582
		<b>Total</b>	<b>\$30,680,582</b>

# RECOMMENDATIONS

## 7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this June 2021 update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

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

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

# EXHIBIT A

## PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

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

Date	Board Agenda Item	Agenda Description	Purpose	Action
21-Oct-20	A.12	Review of Resolution #20-12 of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds	The Resolution for consideration starts the process of obtaining phase three financing, with the issuance of Series C Bonds in the in the amount of up to \$13 million.	Information
4-Nov-20	D.2	Consideration of Resolution #20-12 of the Oxnard School District Authorizing the Issuance and Sale of General Obligation Bonds	The Resolution for consideration starts the process of obtaining phase three financing, with the issuance of Series C Bonds in the in the amount of up to \$13 million.	Approved
16-Dec-20	A.12	Presentation of the December 2020 Semi-Annual Implementation Program Update	Presentation of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Information
20-Jan-21	A.11	Election of 2016, Series C GO Bonds Wrap Up Presentation (AguileraFort/Penanhoat/CFW)	Presentation regarding the Election of 2016, Series C GO Bonds Wrap Up	Information
20-Jan-21	C.2	Approval and Adoption of the December 2020 Semi-Annual Implementation Program Update	Approval and Adoption of the December 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approved
20-Jan-21	D.1	Presentation of Construction Documents for McAuliffe ES Modernization to submit Construction Documents to DSA	Construction plans for the McAuliffe Elementary School Modernization Project for submission to the Division of State Architect for review and approval.	Approved
20-Jan-21	D.2	Presentation of Construction Documents for Ritche ES Modernization to submit Construction Documents to DSA	Construction plans for the Ritche Elementary School Modernization Project for submission to the Division of State Architect for review and approval.	Approved
17-Mar-21	C.5	Approval of Notice of Completion for Mckinna Elementary School Reconstruction Project	Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-41, McKinna Elementary School Reconstruction Project with Bernards Bros, Inc.	Approved



# OXNARD SCHOOL DISTRICT

Ventura County

## Master Construct & Implementation Program – 17<sup>th</sup> Semi-Annual Update

*Board of Trustees Presentation  
June 23, 2021*

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

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

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

**CFW**  
— INC.

# Overview

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- The seventeenth semi-annual update to the Master Construct and Implementation Program (Program) is presented this evening for Board consideration
- Major activities completed and undertaken and updates over the last six-month period include:
  - ✓ Approval of the design plans from the Division of State Architect (DSA) for the modernization improvements planned at McAuliffe Elementary and Ritche Elementary
  - ✓ California Department of Education (CDE) approval of the design plans for the modernization at McAuliffe Elementary with CDE approval for Ritche anticipated soon
  - ✓ Continued negotiation of a guaranteed maximum price (GMP) construction contract for the Rose Avenue reconstruction project
  - ✓ State review of modernization funding applications for Harrington and Lemonwood projects for placement on the State Allocation Board (SAB) agenda for Unfunded Approvals
- The State's delay in reviewing and processing State aid applications, in concert with the District's enrollment decline, has substantially impacted and may continue to impact State aid eligibility for modernization and new construction grants in the future
- The Board and District continue to evaluate the need to further consider options to once again seek an interim local solution to mitigate the continued delay in State funding and the impact of the balance of required facility improvements

# Status of Master Construct Projects

## Completed - 100% Local Funding

✓	Project 1 Science Labs/Kindergartens (9)
✓	Harrington Elementary
✓	Lemonwood Elementary
✓	Marshall 12 Classroom Building
✓	Elm Elementary
✓	Harrington ECDC
✓	Kindergarten/Flex Classrooms: Ritchen, Ramona, McAuliffe, Brekke
✓	McKinna Elementary
✓	Lemonwood ECDC

## Pending Construction - Local and State Funding

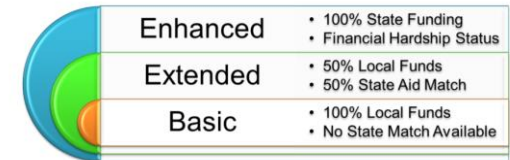
	Rose Avenue Elementary
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## DSA Approved - Local and State Funding

	Ritchen Elem. Modernization (Financial Hardship State Funding)
	McAuliffe Elem. Modernization (Financial Hardship State Funding)
	Seabridge Elementary

## Pending Design and Approval - Local and State Funding

	Doris Patterson K-5 School
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These projects have been implemented subject to the Basic strategy

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

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

# Educational Program

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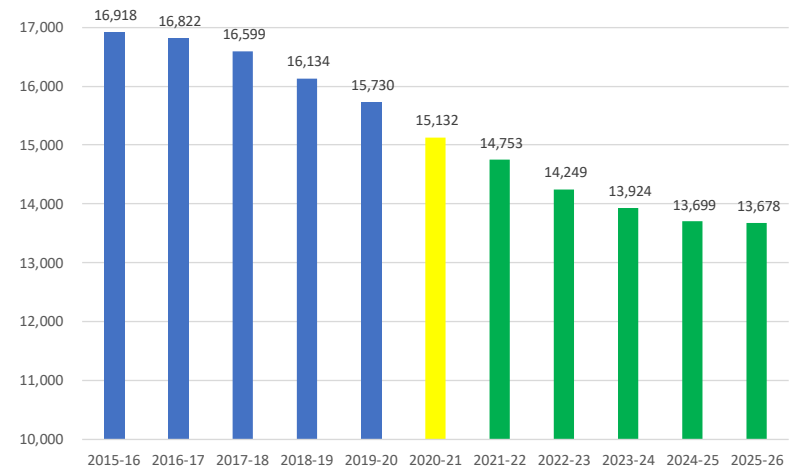
- The District began the school year with a distance learning model and has transitioned to a blended learning model with students receiving instruction in both in-person and remote settings
- It is anticipated that the District will resume in-person instruction for the 2021-22 school year
- The District was in the second year of a three-year implementation plan known as “curriculum mapping” to ensure that curriculum units were developed to teach the essential learnings required of the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) at the time of the outbreak of COVID-19
- The processes and procedures that had been put into place regarding capacity building of administrators and teachers had to be put on hold while the District pivoted to a distance learning model which required the District to redeploy 1:1 handheld devices to all students in first through eighth grades in order to continue instruction remotely
- As the District continues to bring students back for in person instruction, it is anticipated that the district will move forward with its three-year implementation plan to ensure that the Common Core State Standards (CCSS) and Next Generation Science Standard (NGSS) were mapped, essential curriculum are developed for those standards, and they are integrated with the academies at each of the school sites
- Staff development for both administrators and teachers that was put on hold during the pandemic is anticipated to resume



# District Enrollment

- A district's trend in enrollment establishes the demand for school facilities and eligibility for State funding
- As of the 2020-21 school year, the District's total enrollment decreased by approximately 598 students from the prior year
- Total District enrollment is projected to continue to decrease to 13,678 by 2025-26, 1,454 less students than the current enrollment
- The District's enrollment decline has substantially impacted and may continue to impact State aid eligibility for modernization and new construction grants in the future as well as developer fee collections
- OPSC/State Allocation Board (SAB) rules require districts to annually update eligibility, creating the potential for major swings in ongoing eligibility and project funding; especially for districts experiencing enrollment decline or fluctuations in residential development

## District Historical and Projected Enrollment



Sources: CALPADs, PowerSchool (formerly DecisionInsite)

# State Aid New Construction Applications

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- To date, the District has received approximately \$26 million in new construction State aid reimbursements for completed projects at Driffill, Harrington, and Lemonwood Elementary Schools and \$1.1 million in modernization reimbursements for improvements at Fremont
- Delays by the State in the processing of eligible District grant applications and in the limited sale of voter approved Prop. 51 bonds has reduced grant reimbursements by the State to the District
- Meanwhile, District enrollment has peaked, and actual and projected enrollment declines have reduced the receipt of State new construction grants from submitted applications and will delay projects dependent on new construction grant reimbursements
- For example, in 2021, two applications for the Marshall new classroom building and new Elm Elementary school projects estimated at approximately \$13.7 million came up for review by the OPSC and were returned to the District due to the lack of remaining new construction eligibility
- The District has approximately \$19 million from nine remaining new construction applications awaiting State review that are anticipated to be processed within the next 45 days. Based on the current eligibility calculations, the District may not have any new construction pupil grants for these applications within this time period
- The District has additional new construction applications on the State's beyond bond authority list for the new Rose Avenue and Seabridge projects totaling approximately \$26 million in estimated grant funds that will require a future Statewide bond for funding. It is anticipated that another Statewide bond will be placed on the ballot as soon as 2022

# Proposed Master Budget - Sources

- The Proposed Master Budget has decreased to \$341.5 million due to anticipated decreases in State Aid and developer fee revenues tied to actual and projected declines in enrollment

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 15,269,341	\$ -	\$ -	\$ 15,269,341	\$ -
Series E	\$ 21,146,769	\$ -	\$ -	\$ -	\$ 21,146,769
<b>Total Master Construct Bonds</b>	<b>\$ 141,649,963</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 30,290,019	\$ -	\$ 17,685,441	\$ 11,640,836	\$ 963,742
Est. Developer Fees	\$ 41,418,203	\$ 7,454,555	\$ 4,424,484	\$ 12,597,946	\$ 16,941,218
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,848,293	\$ 1,594,953	\$ 3,856,391	\$ 269,184	\$ 4,127,767
<b>Est. Total Sources</b>	<b>\$ 341,545,649</b>	<b>\$ 127,388,677</b>	<b>\$ 131,200,169</b>	<b>\$ 39,777,307</b>	<b>\$ 43,179,496</b>

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

# Proposed Master Budget - Uses

- Budgets for closed out projects were adjusted to reflect the actual expenditures to date, however, further adjustments may be required
- Negotiation of a GMP for Rose Avenue is underway
- K-5 and 6-8 MPR/support facilities moved to a later phase
- A Program Reserve remains to address scope and cost escalation
- Doris Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding

Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,766,731	\$ 7,766,731	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,999,390	\$ 800,572	\$ 9,198,818	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,533	\$ -	\$ 29,063,631
Construct Doris/Patterson 6-8	\$ 277,722	\$ -	\$ 277,722	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 2,929,181	\$ 25,639,251	\$ -
Reconstruct Harrington Elementary	\$ 23,777,476	\$ 23,777,476	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,869,490	\$ 32,869,490	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,982,409	\$ 41,982,409	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 30,680,582	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,043,608	\$ 13,043,608	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 429,778	\$ 351,773	\$ 78,005	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,146	\$ 649,146	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,628	\$ 598,628	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,839	\$ 619,839	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,749,391	\$ 321,556	\$ 3,467,545	\$ 3,960,291	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,997	\$ 275,133	\$ 1,909,933	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 7,513,751	\$ 552,798	\$ 3,582,871	\$ 3,378,083	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,239,857	\$ -	\$ 2,192,232	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,692	\$ 1,901,257	\$ -	\$ -	\$ 5,557,436
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,296	\$ 1,079,296	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 166,182	\$ 166,182	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,214,590	\$ 3,214,590	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,274,530	\$ 12,183,562	\$ 90,968	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 309,571,838</b>	<b>\$ 142,154,045</b>	<b>\$ 95,114,547</b>	<b>\$ 32,977,625</b>	<b>\$ 39,325,622</b>
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 13,778,789</b>	<b>\$ -</b>	<b>\$ 9,395,289</b>	<b>\$ 2,062,500</b>	<b>\$ 2,321,000</b>
Program Reserve	\$ 18,195,021	\$ (14,765,368)	\$ 11,924,965	\$ 4,737,182	\$ 1,532,875
<b>Est. Total Uses</b>	<b>\$ 341,545,649</b>	<b>\$ 142,154,045</b>	<b>\$ 116,434,801</b>	<b>\$ 39,777,307</b>	<b>\$ 43,179,496</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 341,545,649</b>				

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

# Other Considerations

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- OPSC/State Allocation Board (SAB) rules continue to require districts to annually update eligibility, creating the potential for major swings in ongoing eligibility and project funding; especially for districts experiencing enrollment decline or fluctuations in residential development
- At this time, the District remains eligible for State aid modernization grants based on the age of some of its facilities
- Modernization applications associated with the improvements at Harrington and Lemonwood are anticipated to be presented to the SAB for Unfunded Approvals in 2021 and will be eligible for a funding apportionment thereafter
- The District has received DSA approval and final CDE approval for the modernization improvements planned at McAuliffe and Ritche elementary schools. OPSC funding applications will be submitted during the next six-month period
- The impact of the COVID-19 pandemic on the learning environment has not been fully realized and the District may continue to evaluate its specifications for future projects
- The Board and District continue to evaluate the need to further consider options to once again seek an interim local solution to mitigate the continued delay in State funding and the impact of the balance of required facility improvements

# Next Steps

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- Traditionally, adoption of the six-month update is a two-step process
- Tonight the six-month report has been forwarded to the District for the Board's review
- Based upon the Board's review, recommendations to adopt the six-month report will be considered at the regular August 2021 Board meeting



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • [www.oxnardsd.org](http://www.oxnardsd.org)

## Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at [www.osdtv.oxnardsd.org](http://www.osdtv.oxnardsd.org) and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to **[OSD\\_BoardMeetings@oxnardsd.org](mailto:OSD_BoardMeetings@oxnardsd.org)**. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/3091020000), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at [mnoriega@oxnardsd.org](mailto:mnoriega@oxnardsd.org) or Lydia Lugo Dominguez at [lugodominguez@oxnardsd.org](mailto:lugodominguez@oxnardsd.org) or call 805-385-1501, ext. 2032.



# OXNARD SCHOOL DISTRICT

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## El Distrito Escolar de Oxnard alienta la participación pública a distancia en línea en las reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito alienta firmemente la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en las próximas reuniones de la Junta Directiva de Educación a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en [www.osdtv.oxnardsd.org](http://www.osdtv.oxnardsd.org) y también será transmitida por los siguientes canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37.
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a [OSD\\_BoardMeetings@oxnardsd.org](mailto:OSD_BoardMeetings@oxnardsd.org). Además, puede traer sus comentarios a la Oficina del Distrito entre las 9:00 de la mañana y 12 del mediodía. También puede depositar su comentario en el buzón de correo que se encuentra afuera de la oficina, hasta las 4:00 de la tarde del día de la reunión. Por favor indique si el comentario público es sobre un tema que está en la agenda o no lo es. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión, será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía videoconferencia Zoom en [ZOOM.OXNARD.ORG](https://zoom.us/j/11118), desde una computadora, dispositivo electrónico, tableta o teléfono. Puede encontrar la información de la reunión Zoom en la agenda de cada reunión. La información sobre la reunión se encuentra en la siguiente página de nuestro sitio web <https://www.oxnardsd.org/Page/11118> mientras sea necesario durante la pandemia COVID-19.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera.
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en [mnoriega@oxnardsd.org](mailto:mnoriega@oxnardsd.org) o a Lydia Lugo Dominguez en [llugodominguez@oxnardsd.org](mailto:llugodominguez@oxnardsd.org) o llame al 805-385- 1501, ext. 2032.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Certification of Signatures (Quinto)**

---

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

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

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

#### **ADDITIONAL MATERIALS:**

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

**OXNARD SCHOOL DISTRICT**

**CERTIFICATION OF SIGNATURES**

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

Unless amended by Board action, these approved signatures will be considered valid for the period of July 1, 2021 through December 31, 2021.

Date of Board Action: June 23, 2021

Signature: \_\_\_\_\_

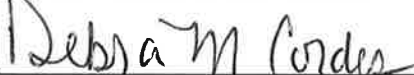


Dr. Karling Aguilera-Fort,  
Superintendent/Secretary to  
the Board of Trustees

**PART I**

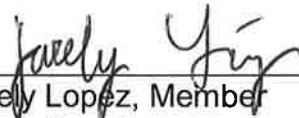
Signatures of Members of the Board

Signature: \_\_\_\_\_



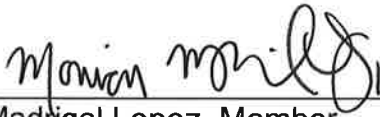
Debra M. Cordes, President  
of the Board of Trustees

Signature: \_\_\_\_\_



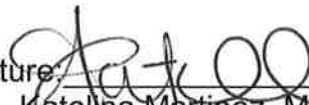
Jarely Lopez, Member  
of the Board of Trustees

Signature: \_\_\_\_\_



Monica Madrigal Lopez, Member  
of the Board of Trustees

Signature: \_\_\_\_\_



Katalina Martinez, Member  
of the Board of Trustees

Signature: \_\_\_\_\_




Veronica Robles-Solis, Clerk  
of the Board of Trustees

\*Education Code Sections  
42632, 42633

**PART 2**

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

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

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

8

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

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

Signature:   
Ruth F. Quinto, CPA  
Title: Assistant Superintendent, Business & Fiscal Services

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

Page Three

Signature:   
Dr. Anabolena DeGenna

Title: Assistant Superintendent, Educational Services

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

Signature:   
Mary Crandall Plasencia

Title: Director of Finance

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

Signature:   
Lisa A. Franz

Title: Director of Purchasing

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Selection of Vendors for Child Nutrition Program (Quinto/Lugotoff)**

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The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2021-22 school year. The selected vendors have a history of providing a high quality of products and service to the district.

#### **FISCAL IMPACT:**

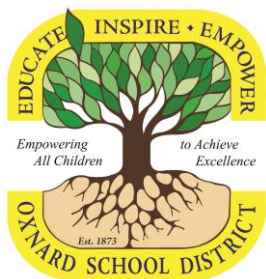
None.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2021-22 school year.

#### **ADDITIONAL MATERIALS:**

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



# OXNARD SCHOOL DISTRICT

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

## Child Nutrition Services

To: Ruth F. Quinto, Assistant Superintendent  
From: Suzanne Lugotoff, Director of Child Nutrition Services  
Date: June 2, 2021  
Re: **Selection of Vendors for Child Nutrition Services, 2021-22 School Year**

**Oxnard School District, Child Nutrition Services Department is making recommendations for vendor selections for the 2021-22 school year. The selected vendors have a history of providing high-quality products and service to the district.**

### **Frozen and Commodity Foods Distribution**

The recommended vendor is Gold Star Foods-Frozen Foods. Gold Star was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for frozen and commodity foods distribution in 2019. The RFQ can be rolled over for the 2021-22 school year.

### **Paper and Plastics Products**

The recommended vendor is P and R Paper Supply. P and R Paper Supply was selected as the responsive, responsible bidder through a competitive RFQ conducted by the Oxnard School District for paper and plastics distribution in 2021.

### **Milk and Dairy Products**

The recommended vendor for dairy products is Driftwood Dairy. Driftwood Dairy was selected as the responsive, responsible bidder through competitive RFQ conducted by Oxnard School District for milk and dairy products distribution in 2019. The RFP can be rolled over for the 2021-22 school year.

### **Produce**

The recommended vendor is The Berry Man Inc. Produce Company. The Berry Man was selected as the responsive, responsible bidder for fresh produce through a competitive RFQ conducted by Oxnard School District in 2021.

### **Harvest of the Month \_ Local Produce**

The recommended vendor is The Berry Man Inc. Produce Company. The Berry Man was selected as the responsive, responsible bidder for fresh produce through a competitive RFQ conducted by Oxnard School District in 2021.

### **Bread and Bakery Goods**

The recommended vendor is Goldstar Foods. Gold Star was selected as the responsive, responsible bidder for fresh bread delivery through a competitive RFQ conducted by Oxnard School District in 2021.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Enrollment Report (Quinto)**

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District enrollment as of May 31, 2021 was 15,093. This is 596 less than the same time last year.

#### **FISCAL IMPACT:**

None.

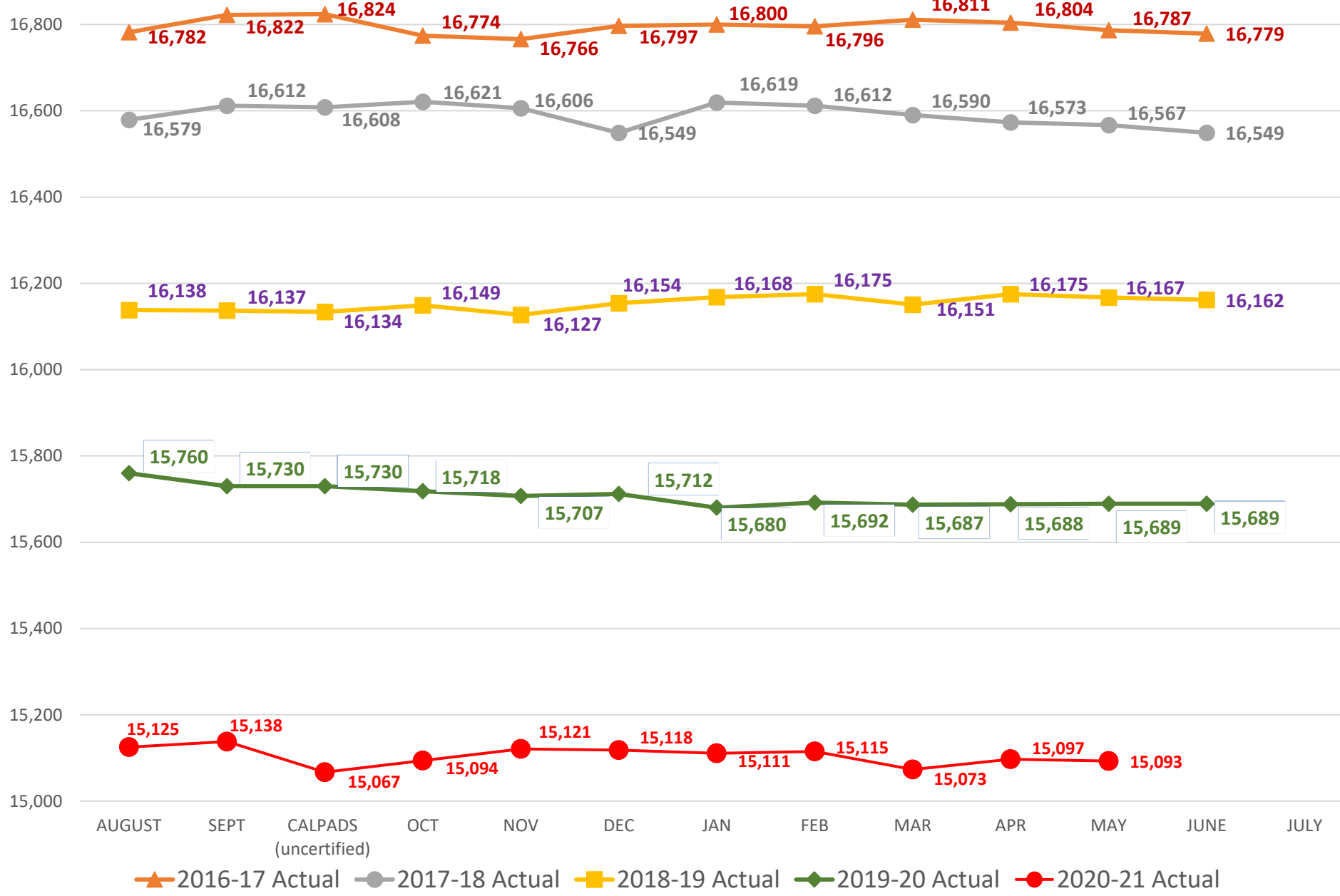
#### **RECOMMENDATION:**

Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Graph - Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals





## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Purchase Order/Draft Payment Report #20-09 (Quinto/Franz)**

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

1. A listing of Purchase orders issued 05/04/2021 through 06/07/2021 for the 2020-2021 school year, for \$4,045,532.43.
2. A listing of Purchase orders issued 05/04/2021 through 06/07/2021 for the 2021-2022 school year, for \$2,714.74.
3. There are no Draft Payments issued from 05/04/2021 through 06/07/2021, for the 2020-2021 school year.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #20-09 as submitted.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Purchase Order/Draft Payment Report #20-09 \(11 pages\)](#)

## Includes Purchase Orders dated 05/04/2021 - 06/07/2021

PO Number	Vendor Name	Loc	Description	Order Amount
NP21-00073	P And R Paper Supply Co	CNS	stores	2,952.05
NP21-00074	Gold Star Foods	CNS	stores	21,643.52
NP21-00075	Uline	CNS	stores	5,735.63
NP21-00076	Gold Star Foods	CNS	stores	19,497.24
NP21-00077	Gold Star Foods	CNS	stores	33,847.62
NP21-00078	Gold Star Foods	CNS	stores	16,842.69
NP21-00079	KB Foods Distribution, Inc.	CNS	stores	17,388.00
NP21-00080	Gold Star Foods	CNS	stores	49,888.60
P21-02619	Sinclair Sanitary Supply Inc	MCKINNA	BOND/MATL SUP (F&E)	4,100.50
P21-02967	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	LOPEZ	MATL/SUPPLY-INSTRUCTION	6,914.06
P21-03275	READING AND WRITING PROJECT, L LC	ASES	PD	1,200.00
P21-03330	Ventura Co Office Of Education	Special Ed	SERV (HEARING CONSERVATION SVCS)	75,000.00
P21-03332	Walmart	SUPERINTENDEN	BM Supplies	27.31
P21-03333	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	731.19
P21-03334	PARAGON SYSTEMS, INC	IT	SERV (COVID) DO CABLING	61,860.00
P21-03335	School Bus Safety Company	TRANSPORTATIO	SUPPLIES	2,035.00
P21-03336	SMART AND FINAL-C.I. BLVD	MARINA	MATL/SUPL-Instructional	2,158.39
P21-03337	Lakeshore Learning Materials	HARRINGTON	MTLS/ LPSBG (J.PRATER)	5,884.23
P21-03338	Ashton Awards Inc Aswell Troph y	ED SERVICES	MATAL/SUP	11,403.52
P21-03339	Demco Inc	LEMONWOOD	LIBRARY BOOKS (Instructional)	522.39
P21-03340	Education Justice Law Group PC	BUSINESS	SERV-attorney fees	6,000.00
P21-03341	ASCD	ASES	SERV	89.00
P21-03342	Petroleum Telcom Inc DBA Telec om	LEMONWOOD	MAT/SUPPLIES (Admin)	537.87
P21-03343	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	LEMONWOOD	MAT/SUPPLIES (Admin)	755.46
P21-03344	Lifetouch NSS Acct Receiveable	LEMONWOOD	MAT/SUPP - Instruction	125.47
P21-03345	ANGIE MARTINEZ	BUSINESS	SERV-settlement fees-for parent	17,500.00
P21-03346	Maad Graphics	SIERRA LINDA	MATL/SUPP (Tshirts)	108.16
P21-03347	Walmart	MARSHALL	MATL/SUP - Instruction	300.00
P21-03348	Mckinna Pta	MCKINNA	matl/sup-instructional	500.00
P21-03349	Lugcraft Inc.	ROSE	MATERIALS & SUPPLIES	1,260.52
P21-03350	Printech	MARSHALL	MATL/SUP - Instruction	1,402.16
P21-03351	Staples Direct	ELM	MATL/SUPP-INSTRUCTIONAL	118.51
P21-03352	Office Depot Bus Ser Div	BREKKE	Materials & Supplies	273.11
P21-03353	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	MATL/SUP	222.87
P21-03354	JOSTENS INC/ MERIDIAN STUDENT PLANNERS	MARSHALL	MATL/SUP - Instruction	1,146.49
P21-03355	Pro Image Sports	MARSHALL	MATL/SUP - Instruction	7,128.56
P21-03356	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	KAMALA	Materials & Supplies-Inst	763.41
P21-03357	DONAHUE TRUCK SALES LLC DONAHU E TRUCK CENTERS	TRANSPORTATIO	REPAIRS	665.25
P21-03358	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	321.06
P21-03359	THRIVE TESTING CENTER	Special Ed	SERV	5,300.00
P21-03360	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	15,605.06

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 11

## Includes Purchase Orders dated 05/04/2021 - 06/07/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-03361	Grainger Inc	HARRINGTON	MATERIALS & SUPPLIES	152.52
P21-03362	Home Depot Inc	FREMONT	Materials and Supplies	36.22
P21-03363	Home Depot Inc	SORIA	Mats/Sup - Instructional	309.83
P21-03364	Super Duper Inc	Special Ed	SERV	149.00
P21-03365	SCHOOL TECH SUPPLY	SAN MIGUEL	Computer Equipment	1,697.73
P21-03366	SCHOOL TECH SUPPLY	Special Ed	COMP EQUIP	1,447.73
P21-03367	SCHOOL TECH SUPPLY	CNS	printer	318.88
P21-03368	SCHOOL TECH SUPPLY	CURREN	matl/sup - instructional	856.52
P21-03369	Starfall Education Foundation	MARINA	SFTWR APPS/Instr	270.00
P21-03370	SCHOOL TECH SUPPLY	Pupil Svcs	EQUIP- web cam & head set	1,172.07
P21-03371	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks	13,096.50
P21-03372	Petroleum Telcom Inc DBA Telecom	SIERRA LINDA	MATL/SUPP (Radios)	269.03
P21-03373	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks	15,965.66
P21-03374	Best Buy	SIERRA LINDA	MATL/SUPP (Office)	131.16
P21-03375	Petroleum Telcom Inc DBA Telecom	MARSHALL	MATL/SUP - Instruction	2,742.18
P21-03376	Uline	ASES	MTRL/SUPL	329.13
P21-03377	Ventura Co Office Of Education	LOPEZ	CONF/INSTRUCTION CSI Grant	45.00
P21-03379	Walmart	ENGLISH LEARNE	MATL/SUP -LPSBG	1,092.50
P21-03380	Walmart	RITCHEN	MATL/SUP-Incentives	800.00
P21-03381	Learning Without Tears	ERC	Textbooks	2,764.03
P21-03382	CIMPRESS USA INC NATIONAL PEN CO. LLC	SORIA	Mats/Sup - Instructional	598.58
P21-03383	Lakeshore Learning Materials	SORIA	Mats/Sup - Instructional	584.24
P21-03384	Guitar Center	BREKKE	Materials And Supplies	2,784.37
P21-03385	Lakeshore Learning Materials	BREKKE	Materials & Supplies	2,400.12
P21-03386	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF- LCAP 1.06	3,250.00
P21-03387	Jordanos Inc	CNS	supplies	165,779.45
P21-03388	COSTCO WHOLESALE CORPORATION	BREKKE	Materials & Supplies	546.25
P21-03389	CARNEGIE LEARNING INC	Special Ed	SUBSCRIPTION (FAST FORWARD-C.MENA)	150.00
P21-03390	Perma Bound Books	LEMONWOOD	BOOKS (Instructional)	319.01
P21-03391	Perma Bound Books	LEMONWOOD	BOOKS (Instructional)	255.55
P21-03392	Perma Bound Books	LEMONWOOD	BOOKS (Instructional)	763.66
P21-03393	Varidesk, LLC	RAMONA	Distance Learning eqpt injury prevention (desk)	1,042.25
P21-03394	Scholastic Inc	Special Ed	Subscription (COVID-Distance Learning M/S)	591.21
P21-03395	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Kamala	225.00
P21-03396	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Marshall	225.00
P21-03397	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Harrington	225.00
P21-03398	Office Depot Bus Ser Div	BREKKE	Materials & Supplies	186.22
P21-03399	Brainpop Com LLC	MARINA	SFTWR APPS/Instr	3,250.00
P21-03400	School Specialty Inc	ASES	MTRL/SUPL	39.90
P21-03401	Best Buy	SIERRA LINDA	MATL/SUPP (ORC/Counselor)	1,373.71

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 2 of 11

## Includes Purchase Orders dated 05/04/2021 - 06/07/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-03402	Headsets Com Inc	PERSONNEL	matl/supp	341.46
P21-03403	SCHOOL TECH SUPPLY	MCAULIFFE	Matl/Supp-Instructional	736.62
P21-03404	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,408.87
P21-03406	Maxim Healthcare Solutions, In	Pupil Srvs	SERV	500,000.00
P21-03407	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	1,630.97
P21-03408	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction	32,175.91
P21-03409	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	717.08
P21-03410	ORIENTAL TRADING COMPANY	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	35.58
P21-03411	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	371.85
P21-03412	CUE, INC	LEMONWOOD	Conference/Travel	79.00
P21-03413	Lakeshore Learning Materials	LEMONWOOD	Mat/Supp (Teacher)	511.58
P21-03414	Office Depot Bus Ser Div	EARLY CHILDHOC	Mat/Sup - Instruction	1,219.82
P21-03415	Walmart	MCAULIFFE	Matl-Supp-Instructional	76.48
P21-03416	SCRIPPS MEDIA INC VENTURA COUN TY STAR	PURCHASING	SERVICE/ LEGAL AD (ROOF- FRA/FRE)	2,502.60
P21-03417	SCRIPPS MEDIA INC VENTURA COUN TY STAR	PURCHASING	SERVICE/ LEGAL AD (ASPHALT-FRA/LOPEZ/MCA)	2,235.00
P21-03418	Walmart	MARSHALL	MATL/SUP - Instruction	1,000.00
P21-03419	Ventura Co Office Of Education	Special Ed	SERV (DP010810)	31,402.85
P21-03420	Ventura Co Office Of Education	Special Ed	SERV (SA022013)	10,597.58
P21-03421	Ventura Co Office Of Education	Special Ed	SERV (JV030409)	45,795.85
P21-03422	COMMUNICATION SOLUTIONS	Special Ed	SERV	5,000.00
P21-03423	Grainger Inc	HARRINGTON	MATERIALS & SUPPLIES	163.39
P21-03424	Cengage Learning, Inc	ERC	Textbooks	4,416.73
P21-03425	Lakeshore Learning Materials	LEMONWOOD	Mat/Supp (students)	440.57
P21-03426	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,151.72
P21-03427	School Datebooks	FRANK	Matl/Sup - Instructional	4,872.24
P21-03428	Mercury Disposal System, Inc	WAREHOUSE	Service	496.48
P21-03429	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks	18,002.14
P21-03430	Apple Computer Inc	IT	Comp Sup (COVID)	9,507.43
P21-03431	Apple Computer Inc	IT	COMP SUP	2,086,401.88
P21-03432	SHERMAN GARNETT & ASSOCIATES	ASSESS ACCOUNT	4200 - Books S. Garnett Handbooks	119.23
P21-03433	CASP	Special Ed	MEMBERSHIP(S.TOBEY)	155.00
P21-03434	Ashton Awards Inc Aswell Trophy	HARRINGTON	MATERIALS & SUPPLIES	203.21
P21-03435	Aswell Trophy And Engraving	FREMONT	Materials and Supplies	13.11
P21-03436	Maps.com LLC	KAMALA	Materials & Supplies-Inst	891.47
P21-03437	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	MTLS/SUPL (LPSBG-J.PRATER)	218.02
P21-03438	SCHOOL TECH SUPPLY	IT	Comp Sup	327.66
P21-03439	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Lemonwood	225.00
P21-03440	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	2,222.69
P21-03441	R-J Inc.	FACILITIES	Professional Services	1,908.00
P21-03442	SCHOOL TECH SUPPLY	CURREN	matl/sup - instructional	2,845.34
P21-03443	G&T UNIFORMS AND APPAREL	DRIFFILL	MATL/SUPP-instructional	5,598.79
P21-03444	DUDE SOLUTIONS INC	FACILITIES	Professional Services	10,796.10

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## Includes Purchase Orders dated 05/04/2021 - 06/07/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-03445	SCHOOL TECH SUPPLY	IT	Software	5,278.99
P21-03446	NATIONAL FIRE PROTECTION ASSOC	FACILITIES	Membership	1,575.00
P21-03447	Office Depot Bus Ser Div	DRIFFILL	MATLS/SUP- DISTANCE LEARNING	263.06
P21-03448	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	10.55
P21-03449	Office Depot Bus Ser Div	BREKKE	Materials and Supplies -office use	881.23
P21-03450	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-ADMIN	62.26
P21-03451	Walmart	SAN MIGUEL	Materials & Supplies	196.64
P21-03452	APPA, THE ASSOC. OF HIGHER EDU . FACILITIES OFFICERS	FACILITIES	APPA Membership fees	816.00
P21-03453	Staples Direct	SORIA	Mats/Sup - Instructional	63.35
P21-03454	BARNES AND NOBLE BOOKSELLERS, INC.	EARLY CHILDHOOD	Mat/Sup - Instruction	31.46
P21-03455	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	LOPEZ	MATL/SUPPLY-INSTRUCTION	2,490.90
P21-03456	Calif Assn Of Latino Supt & Ad	HR	Conf-	429.00
P21-03457	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	BREKKE	Supplies	908.95
P21-03458	Amazon Com	WAREHOUSE	Stores Supplies	427.20
P21-03459	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,835.58
P21-03460	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,081.74
P21-03461	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,090.81
P21-03462	Grainger Inc	WAREHOUSE	Stores Supplies	229.64
P21-03463	School Health Corporation	WAREHOUSE	Stores Supplies	193.42
P21-03464	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	884.93
P21-03465	Staples Direct	ELM	MATL/SUPP-INSTRUCTIONAL	408.27
P21-03466	Lakeshore Learning Materials	LOPEZ	MATL/SUPPLY-INSTRUCTION	136.53
P21-03467	Urbane Cafe Alex Bello-Mgr	SUPERINTENDEN	Open Purchase Order	400.00
P21-03468	Amazon Com	SUPERINTENDEN	BOARD ROOM SUPPLIES	151.84
P21-03469	CAHPERD 1	DISTRICT OFFICE	SERV	89.00
P21-03470	CDW G	IT	Software Lic.	878.97
P21-03471	Lugcraft Inc.	BREKKE	Supplies - Staff Appreciation	1,276.04
P21-03472	GMO GLOBALSIGN INC.	IT	SOFTWARE (SSL Certificate/Kranzler)	298.00
P21-03473	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	BREKKE	Materials for Graduation	382.38
P21-03474	Subway.	FREMONT	Materials and Supplies (Insentives)	1,000.00
P21-03475	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional	196.64
P21-03476	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	136.65
P21-03477	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	682.82
P21-03478	CDW G	IT	Software LIC.	12,500.00
P21-03479	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks	14,679.16
P21-03480	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	4,368.04
P21-03481	IMAGE ONE CORP	BUSINESS	SERV	1,999.34
P21-03482	Petroleum Telcom Inc DBA Telecom	HARRINGTON	MATERIALS & SUPPLIES	152.95
P21-03483	Lakeshore Learning Materials	RITCHEN	MATL/SUP-INSTRUCTIONAL	583.02
P21-03484	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	FRANK	Mat/Sup. - Instructional	2,947.02

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-03486	B & H Foto & Electronics Corp	RAMONA	sound amplification for promethean boards	73.09
P21-03487	AC Supply Co	RAMONA	STREAM rockets supplies	300.59
P21-03488	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	SORIA	Mats/Sup - Instructional	889.30
P21-03489	Monster Technology LLC	RAMONA	DLI printing materials	5,609.99
P21-03490	Perma Bound Books	LEMONWOOD	Books other than textbooks	7,647.50
P21-03491	CDW G	HR	Supp-	382.27
P21-03492	CHAKRA INVESTMENTS FASTSIGNS O F VENTURA	MCKINNA	matl/sup-iinstructional	344.60
P21-03493	CHAKRA INVESTMENTS FASTSIGNS O F VENTURA	MCKINNA	Matl/sup-instructional	411.41
P21-03494	Guitar Center	BREKKE	Supplies	173.71
P21-03495	APPA, THE ASSOC. OF HIGHER EDU . FACILITIES OFFICERS	FACILITIES	Materials and Supplies	3,641.52
P21-03496	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	BREKKE	Supplies	1,822.84
P21-03497	LEARNING RIGHTS LAW CENTER CLIENT TRUST ACCOUNT	BUSINESS	SERV-attorney fees, SPED	9,750.00
P21-03498	Walmart	RITCHEN	MATL/SUP-Incentives	500.00
P21-03499	Uline	WAREHOUSE	Stores Supplies	612.47
P21-03500	Office Depot Bus Ser Div	EARLY CHILDHOOD	Mat/Sup - Instruction	376.92
P21-03501	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	159.70
P21-03502	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,605.58
P21-03503	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	914.43
P21-03504	Staples Direct	SORIA	Mats/Sup - Instructional	824.01
P21-03505	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,166.03
P21-03506	Veritiv Operating Company	WAREHOUSE	Stores Supplies	1,051.86
P21-03507	Lowe's	ELM	MATL/SUPP-INSTRUCTIONAL	290.30
P21-03508	Lowe's	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	195.16
P21-03509	Houghton Mifflin Harcourt	DLI	T1/SERV	30,000.00
P21-03510	BARNES AND NOBLE BOOKSELLERS, INC.	ELM	MATERIALS/SUPPLIES-INSTRUCTIONAL	49.11
P21-03511	The Math Learning Center	ED SERVICES	LPSBG/SERV	6,000.00
P21-03512	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ED SERVICES	ASES/SERV	10,000.00
P21-03513	Grainger Inc	HARRINGTON	MATERIALS & SUPPLIES	200.58
P21-03514	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	ED SERVICES	Books	556.63
P21-03515	Uline	GRAPHICS	Stores Supplies	601.50
P21-03516	Alexander Graham Bell Assoc for the Deaf and Hard of Hear	Special Ed	CONF (DHH)	1,197.00
P21-03517	NATIONAL ASSOCIATION OF SCHOOL NURSES. NASN	Pupil Svcs	MEMB/CONF	580.00
P21-03518	Education Resource Strategies	BUSINESS	MEMBERSHIP, R.F.Q.	1,875.00
P21-03519	OTICON, INC	Pupil Svcs	EQUIP- EduMic	577.69
P21-03520	Ventura Co Office Of Education	ELM	CONFERENCE	80.00
P21-03521	Maps.com LLC	FRANK	Matl & Sup	796.41
P21-03522	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,017.62
P21-03523	Staples Direct	LOPEZ	MATL/SUPPLY-INSTRUCTION	4,467.37

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-03524	Hand2mind	ASES	MTRL/SUPL	8,831.36
P21-03525	Home Depot Inc	RITCHEN	MATL/SUP-INSTRUCTIONAL	65.61
P21-03526	Sunrise Phys Therapy Svcs In	RISK MGMT	Ergonomic Materials and Supplies	357.49
P21-03527	RENEWABLE TONER LLC	Pupil Svcs	MAT/SUP- Ink toner	351.78
P21-03528	Ashton Awards Inc Aswell Troph y	ROSE	MATERIALS & SUPPLIES	31.90
P21-03529	Lakeshore Learning Materials	SORIA	Matls/Sup - Instructional	511.58
P21-03530	Lakeshore Learning Materials	RITCHEN	MATL/SUP-INSTRUCTIONAL	796.44
P21-03531	Lakeshore Learning Materials	RITCHEN	MATL/SUP-INSTRUCTIONAL	583.02
P21-03532	Ashton Awards Inc Aswell Troph y	CURREN	matl/sup - instructional	274.82
P21-03533	Lowe's	CURREN	matl/sup - Instructional	100.40
P21-03534	Grainger Inc	SUPERINTENDEN	Materials and Supplies	507.70
P21-03535	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	246.92
P21-03536	Walmart	MARINA	MATL/SUPL-Instr	573.56
P21-03537	Sunrise Phys Therapy Svcs In	RISK MGMT	Ergonomic Materials and Supplies	110.46
P21-03538	Lakeshore Learning Materials	RITCHEN	MATL/SUP-INSTRUCTIONAL	71.53
P21-03539	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	BREKKE	Supplies	352.11
P21-03540	REBECCA JACQUEZ	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	75.00
P21-03541	Walmart	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	163.88
P21-03542	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	207.38
P21-03543	Staples Direct	RISK MGMT	Ergonomic Materials and Supplies	328.81
P21-03544	Staples Direct	RISK MGMT	Ergonomic Materials & Supplies	269.07
P21-03545	Maad Graphics	RAMONA	Intervention/Support Incentives	11,100.89
P21-03546	SCHOOL TECH SUPPLY	SORIA	EQUIP - Instructional	4,331.76
P21-03547	OXFORD UNIVERSITY PRESS	ERC	ELS/Lemonwood	1,994.95
P21-03548	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	FREMONT	Materials ans Supplies	2,335.22
P21-03549	Guitar Center	RITCHEN	MATL/SUP/NON-CAP-INSTRUCTIONAL	1,124.52
P21-03550	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	1,186.01
P21-03551	Coastal Embroidery, Inc	CURREN	matl/sup - instructional	38.24
P21-03552	B & H Foto & Electronics Corp	RITCHEN	MATL/SUP-Instructional	7,041.38
P21-03553	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,951.05
P21-03554	Spicers Paper Inc	GRAPHICS	Materials and Supplies	3,927.43
P21-03555	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	1,260.70
P21-03556	DICK BLICK COMPANY BLICK ART M ATERIALS	RITCHEN	MATL/SUP-Instructional	2,027.38
P21-03557	Laser Toner & Computer Supply	BREKKE	Materials and Supplies	1,092.50
P21-03558	Able Ribbon Technology, Inc.	SORIA	Matls/Sup - Instructional	4,191.64
P21-03559	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	4,141.25
P21-03560	Cengage Learning, Inc	ERC	New Comer Academy (Frank)	804.94
P21-03561	The Berry Man Inc	CNS	supplies	35,294.30
P21-03562	Home Depot Inc	ROSE	MTL/SUPL- INSTRUCTIONAL	3,332.37
P21-03563	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	7,051.86
P21-03564	Home Depot Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	291.26
P21-03565	COUNTY OF VENTURA	CNS	supplies	471.23
P21-03566	DICK BLICK COMPANY BLICK ART M ATERIALS	MARINA	MATL/SUPL-Instructional	5,938.52
P21-03567	Coast To Coast Computer Prod	CURREN	matl/sup - instructional	6,508.59
P21-03568	Brainpop Com LLC	KAMALA	ONLINE SUB-INST	3,250.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-03569	Guitar Center	BREKKE	Supplies	983.24
P21-03570	Los Angeles Co Office Of Ed	Pupil Srvs	MAP/SUP- ePublications	160.00
P21-03571	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (Computer Supplies)	655.38
P21-03572	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	965.47
P21-03573	SCHOOL TECH SUPPLY	CHAVEZ	COMPUTER EQUIPMENT OVER \$500-INSTRUCIONAL	49,143.88
P21-03574	SCHOOL TECH SUPPLY	RISK MGMT	COVID-19 Computer Equipment-- Norma Magana	2,591.50
P21-03575	DICK BLICK COMPANY BLICK ART M ATERIALS	WAREHOUSE	Stores Supplies	352.66
P21-03576	School Health Corporation	WAREHOUSE	Stores Supplies	278.59
P21-03577	Able Ribbon Technology, Inc.	SORIA	Mats/Sup - Instructional	2,051.68
P21-03578	SMART AND FINAL-C.I. BLVD	BREKKE	Materials and Supplies	327.75
P21-03579	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Lemonwood	225.00
P21-03580	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Chavez	225.00
P21-03581	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Chavez	225.00
P21-03582	Sequoia Pacific Solar I, LLC	FACILITIES	Repair / Marshall	2,388.57
P21-03583	Home Depot Inc	DRIFFILL	MATL/SUPP-instructional	257.83
P21-03584	Magnum Fence And Security	FACILITIES	Repair / McKinna	15,727.00
P21-03585	Magnum Fence And Security	FACILITIES	Repairs / Marina West Fence Claim# GHC0036369	1,206.96
P21-03586	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,940.61
P21-03587	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	8,104.17
P21-03588	Lowe's	DRIFFILL	MATL/SUPP-instructional	134.06
P21-03589	Grainger Inc	FACILITIES	Electrical Materials and Supplies	9,657.70
P21-03590	Ashton Awards Inc Aswell Troph y	SORIA	Mats/Sup - Instructional	1,425.71
P21-03591	Able Ribbon Technology, Inc.	SORIA	Mats/Sup - Instructional	3,657.25
P21-03592	Able Ribbon Technology, Inc.	SORIA	Mats/Sup - Instructional	2,621.91
P21-03593	Staples Direct	SORIA	Mats/Sup - Instructional	1,058.09
P21-03594	SCHOOL TECH SUPPLY	SORIA	EQUIP - Instructional	869.54
P21-03595	Best Buy	SORIA	Mats/Sup - Instructional	1,376.09
P21-03596	BSN Sports	RITCHEN	MATL/SUP-INSTRUCTIONAL	2,946.09
P21-03597	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	1,260.70
P21-03598	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	8,438.26
P21-03599	Able Ribbon Technology, Inc.	SORIA	Mats/Sup - Instructional	300.01
P21-03600	SCHOOL TECH SUPPLY	IT	MAT/SUP	8,447.38
P21-03601	Paradise Chevrolet	FACILITIES	Vehicle Equipment	52,666.73
P21-03602	Lakeshore Learning Materials	MARINA	MATL/SUPL-Instructional	306.84
P21-03603	California Science Center	ASES	SERV	9,500.00
P21-03604	Museum of Science	ASES	MTRL/SUPL	650.38
P21-03605	Oriental Trading Co Inc	ASES	MTRL/SUPL	775.07
P21-03606	Insect Lore Products	ASES	MTRL/SUP	667.71
P21-03607	Petroleum Telcom Inc DBA Telec om	MCKINNA	Matl/sup-instructional	277.95
P21-03608	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	123.92
P21-03609	Ashton Awards Inc Aswell Troph y	MARINA	MATL/SUPL-INSTR	87.40
P21-03610	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks - instructional	1,538.98

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## Includes Purchase Orders dated 05/04/2021 - 06/07/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-03611	SMART AND FINAL-C.I. BLVD	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	250.00
P21-03612	Aswell Trophy And Engraving	FREMONT	Materials and Supplies	487.80
P21-03613	California Trailers LLC	FACILITIES	Vehicle Equipment	11,833.50
P21-03614	Cyber Copy Inc	FACILITIES	SERV	15,000.00
P21-03615	B & H Foto & Electronics Corp	RITCHEN	MATL/SUP-Instructional	634.32
P21-03616	COMPUWAVE	RITCHEN	MATL/SUP-INSTRUCTIONAL	548.44
P21-03617	Ashton Awards Inc Aswell Trophy	ROSE	MTLS/SUPL -DONATION	121.27
P21-03618	SCHOOL TECH SUPPLY	RAMONA	Matl/ supplies-Mice for Writing Support software	458.39
P21-03619	Lakeshore Learning Materials	BREKKE	Supplies	256.31
P21-03620	BARNES AND NOBLE BOOKSELLERS, INC.	CURREN	bks - instructional	550.31
P21-03621	CHAKRA INVESTMENTS FASTSIGNS O F VENTURA	MCKINNA	matl/sup-instructional	212.38
P21-03622	Extreme Clean	WAREHOUSE	Stores Supplies	2,728.52
P21-03623	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	6,981.03
P21-03624	Office Depot Bus Ser Div	BREKKE	Materials and Supplies	250.86
P21-03625	Office Depot Bus Ser Div	BREKKE	Office Supplies	49.47
P21-03626	ESGI	BREKKE	Instructional Software	727.75
P21-03627	Petroleum Telcom Inc DBA Telecom	CURREN	matl/sup -instructional	1,332.85
P21-03628	Veritiv Operating Company	WAREHOUSE	Stores Supplies	8,902.24
P21-03629	Staples Direct	ELM	MATERIALS/SUPPLIES	255.04
P21-03630	Uline	MCKINNA	matl.sup-instructional	194.38
P21-03631	Jesus Banos Tubayas T-Shirts	MCKINNA	matl/sup-instructional	716.33
P21-03632	SCHOOL TECH SUPPLY	CHAVEZ	COMPUTER SUPPLIES & SOFTWARE-INSTRUCTIONAL	12,278.65
P21-03633	SCHOOL TECH SUPPLY	SORIA	EQUIP - Instructional	2,707.18
P21-03634	BARNES AND NOBLE BOOKSELLERS, INC.	LOPEZ	MATL/SUPPLY-INSTRUCTION	908.41
P21-03635	Guitar Center	RITCHEN	MATL/SUP/ NON- CAP - Instructional	1,878.13
P21-03636	SCHOOL TECH SUPPLY	MCKINNA	comp-Instructional	1,585.20
P21-03637	Lakeshore Learning Materials	MCKINNA	matl/sup-instructional	2,383.34
P21-03638	SCHOOL TECH SUPPLY	CURREN	matl/ sup - instructional	8,074.11
P21-03639	VARI SALES CORP.	HARRINGTON	MATERIALS AND SUPPLIES	1,681.36
P21-03640	FRONTLINE EDUCATION	PERSONNEL	conf	695.00
P21-03641	Express Business Machines	PURCHASING	MATL-SUP/SVCS (ARCHIVES FIRE DAMAGE)	4,725.34
P21-03642	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	2,614.42
P21-03643	Uline	MCKINNA	matl/sup-instructional	2,408.85
P21-03644	Walmart	DRIFFILL	matl/supp-instructional	205.00
P21-03645	Grainger Inc	MCKINNA	Matl/sup-instructional	3,776.48
P21-03646	Grainger Inc	IT	MAT/SUP	1,200.45
P21-03647	Lowe's	CURREN	mat/sup - instructional	615.74
P21-03648	Walmart	RITCHEN	MATL/SUP-Instructional	400.00
P21-03649	Home Depot Inc	RITCHEN	MATL/SUP-Instructional	1,950.74
P21-03650	Walmart	MARINA	MATL/SUPL-Instr	1,092.50
P21-03651	Walmart	MARINA	MATL/SUPL-Instr	1,092.50

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## Includes Purchase Orders dated 05/04/2021 - 06/07/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-03652	Grainger Inc	HARRINGTON	MATERIALS & SUPPLIES	403.61
P21-03653	Walmart	BREKKE	Materials and Supplies	1,092.50
P21-03654	SCHOOL TECH SUPPLY	RITCHEN	EQUIP/LCFF	11,464.63
P21-03655	B & H Foto & Electronics Corp	MCAULIFFE	Matl/Sup-Inst	389.37
P21-03656	Walmart	CURREN	matl/sup- instructional	1,152.59
P21-03657	Uline	CNS	supplies	208.70
P21-03658	Stanford Ticket Office	ED SERVICES	CONF-Julie Prater	995.00
P21-03659	Staples Direct	RITCHEN	MATL/COMP SUPL- ADMIN	1,747.91
P21-03660	ALFREDO J. BELLO VENTURA TROPHY COMPANY	MCAULIFFE	Matl/Supp-Instructional	546.25
P21-03661	B & H Foto & Electronics Corp	RITCHEN	NON-CAP - Instructional	8,574.92
P21-03662	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	LOPEZ	MATL/SUPPLY-INSTRUCTION	2,731.25
P21-03663	Best Buy	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,107.78
P21-03664	BSN Sports	RITCHEN	MATL/SUP - INSTRUCTIONAL	2,060.30
P21-03665	CalSPRA	ASES	CONF	100.00
P21-03666	BARNES AND NOBLE BOOKSELLERS, INC.	BREKKE	Reading Materials	1,531.18
P22-00002	Renaissance Learning Inc	ASSESS ACCOUN	5818 - Nat Geo App	609.62
P22-00003	School Datebooks	KAMALA	Materials & Supplies-Inst	2,105.12
<b>Total Number of POs</b>			<b>346</b>	<b>Total</b>
				<b>4,048,247.17</b>

## Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	327	3,666,794.96
120	CHILD DEVELOPMENT FUND	1	31.46
130	CAFETERIA FUND	13	369,867.91
140	DEFERRED MAINTENANCE FUND	2	4,737.60
214	BOND FUND MEASURE D 2016	1	4,100.50
		<b>Total Fiscal Year 2021</b>	<b>4,045,532.43</b>
010	GENERAL FUND	2	2,714.74
		<b>Total Fiscal Year 2022</b>	<b>2,714.74</b>
		<b>Total</b>	<b>4,048,247.17</b>

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ESCAPE ONLINE

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Includes Purchase Orders dated 05/04/2021 - 06/07/2021

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P19-04969	3,254,271.76	010-3921	GENERAL FUND/PARS PAYOUT, CERTIFICATED	1,226,618.34
		010-3922	GENERAL FUND/PARS PAYOUT, CLASSIFIED	400,517.54
			Total PO P19-04969	1,627,135.88
P21-00018	657,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	250,000.00
P21-00034	12,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P21-00077	5,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	500.00
P21-00122	850.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	99.53
P21-00124	800.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	111.00
P21-00125	862.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	165.88
P21-00126	5,172.00	010-4700	GENERAL FUND/FOOD	.31
		130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	222.78
		130-4700	CAFETERIA FUND/FOOD	962.16
			Total PO P21-00126	1,185.25
P21-00151	6,400.00	010-4331	GENERAL FUND/AUDIO VISUAL REPAIR	1,400.00
P21-00173	85,000.00	010-5632	GENERAL FUND/REPAIRS	1,693.38
P21-00175	12,900.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	900.00
P21-00187	9,000.00	010-5632	GENERAL FUND/REPAIRS	2,000.00
P21-00188	28,500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,500.00
P21-00225	14,500.00	010-5632	GENERAL FUND/REPAIRS	140.31
P21-00242	10,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P21-00267	12,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-00360	30,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,689.58
P21-00374	400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	82.92
P21-00390	400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	82.00
P21-00400	10,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	73.74
P21-00408	860,000.00	010-5530	GENERAL FUND/UTILITIES WATER/SEWER	139,870.13
P21-00466	450.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	72.89
P21-00500	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P21-00606	450.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	71.77
P21-00607	450.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	71.77
P21-00608	400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	83.02
P21-00609	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	125.79
P21-00625	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P21-00651	800.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	106.29
P21-00667	11,863.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P21-00705	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P21-00834	900.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	13.66
P21-00838	80,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,859.86
P21-00898	4,310.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,077.50
P21-00929	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-00935	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-01011	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	759.27
P21-01633	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,500.00
P21-01745	6,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,500.00
P21-01791	83,200.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	5,800.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	13,400.00
			Total PO P21-01791	19,200.00

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Includes Purchase Orders dated 05/04/2021 - 06/07/2021

## PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-01831	5,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	566.75
P21-01905	7,000.00	010-6400	GENERAL FUND/EQUIPMENT	1,723.00
P21-01920	100,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,500.00-
P21-02431	1,085.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	155.00
P21-02463	127.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	45.41
P21-02472	248.48	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	63.56-
P21-02532	.00	010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	100,721.25
P21-02541	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,200.00
P21-02555	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P21-02636	355.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	32.31
P21-02741	2,178.55	010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	151.92
P21-02880	4,710.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	764.75
P21-02889	11,548.13	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	524.92
P21-03074	4,052.91	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	8,740.00-
P21-03086	21.43	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	10.93
P21-03102	3,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P21-03283	260.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	76.47-
P21-03320	7,587.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,120.05-
P21-03327	342.18	010-5632	GENERAL FUND/REPAIRS	106.28
P21-03670	18,613.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,549.11
<b>Total PO Changes</b>				<b><u>2,160,822.97</u></b>

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2021-2022 (Quinto/Franz)**

---

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

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

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

#### **FISCAL IMPACT:**

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

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Approval of Destruction of Records (Quinto/Franz)**

---

The records on the attached list have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 records are destroyed without scanning for permanent retention. Board authorization is requested to dispose of these records.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of these records that have reached the end of their hard copy retention period as listed above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Destruction of Records - June 2021 \(2 Pages\)](#)

The following records have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 records are destroyed without scanning for permanent retention. Board authorization is requested to dispose of these records.

<b>DESCRIPTION</b>	<b>YEAR(S)</b>	<b>SCHOOL/DEPARTMENT</b>	<b>RECORD CLASS</b>
Vendor PO's	2016-2017	Purchasing	3
Menus/Lunch Applications/Lunch Counts	2016-2017	CNS	3
KDG Paperwork/Reclassification Studies	2014-2017	ELS	3
Registration Cards	D.O.B. 2003	Pupil Services	1
IPOD Contracts	2014-2015 2015-2016 2016-2017	Accounts Receivable	3
Time Cards Cert. & Class.	2016-2017	Payroll	1
Vendor PO's/Employee Reimbursements	2014-2015 2015-2016	Accounts Payable	3
Expulsions	D.O.B. 2003	Pupil Services	1
Legal Counsel PO's	2014-2016	Budget	3
IEP's, Psych. Reports, Speech	D.O.B. 2003	SPED	1
Board Agendas	2015-2016 2016-2017	Business	3
Language Surveys & CELDT Testing	2014-2015	ELD	3
FRC Files & Surveys	2016-2017	NfL	3
Expulsions	D.O.B. 2003 D.O.B. 2004	Pupil Services	1
Developer Fees	1999/2000	Accounts Receivable	1
Board Meeting Files	2006 2010 2012	Early Childhood Education	3

Board Meeting Files/Transmittals	2007 2009 2010 2011 2012	Early Childhood Education	3
Intersession Attendance Logs	2010-2011 2011-2012	Early Childhood Education	3



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

**Approval of Ventura County Plan for Expelled Students, June 2021-2024. (DeGenna/Nocero)**

---

The Board's approval is requested for the Ventura County Department of Education's (VCOE) Plan for Expelled Students, Triennial Update June 2021-2024. Oxnard School District is one of twenty districts within Ventura County that works in collaboration with VCOE to provide services for expelled students as required by California Education Code 48926. This plan is reviewed and revised every three years. The current plan reflects that most recent revisions that were made as a result of VCOE working with representatives from local school districts.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustee approve the Triennial Updated Plan for Expelled Students as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [#21- VCOE Plan for Expelled Students 2021-2024 Revised 5-18-21.pdf](#)

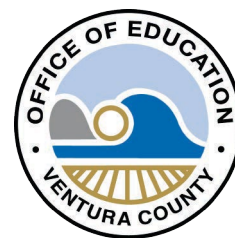
# Ventura County Plan for Expelled Students Triennial Update June 2021-2024



## Ventura County Office of Education

Dr. César Morales, Ventura County Superintendent of Schools

5189 Verdugo Way • Camarillo, CA 93012  
805-383-1900 • [www.vcoe.org](http://www.vcoe.org)



## Collaborative Plan By

Briggs School District  
 Conejo Unified School District  
 Fillmore Unified School District  
 Hueneme School District  
 Mesa Union School District  
 Moorpark Unified School District  
 Mupu Elementary School District  
 Oak Park Unified School District  
 Ocean View School District  
 Ojai Unified School District  
 Oxnard School District  
 Oxnard Union High School District  
 Pleasant Valley School District  
 Rio School District  
 Santa Clara Elementary School District  
 Santa Paula Unified School District  
 Simi Valley Unified School District  
 Somis Union School District  
 Ventura County Office of Education  
 Ventura Unified School District

## Acknowledgements

### Student Services Collaborative Team

Shauna Ashmore, Conejo Valley Unified School District  
 Sheryl Barnd, Mupu Elementary School District  
 Stephanie Barnes, Santa Paula Unified School District  
 Carol Bjordahl, Pleasant Valley School District  
 Lisa Brown, Ventura County Office of Education  
 Cheryl Burns, Ventura Unified School District  
 David Castellano, Hueneme Elementary School District  
 Kent Cromwell, Oak Park Unified School District  
 Deborah Cuevas, Briggs School District  
 Stefan Cvijanovich, Fillmore Unified School District  
 Cynthia Frutos, Ventura Unified School District  
 Sean Goldman, Simi Valley Unified School District  
 Ray Gonzales, Oxnard Union High School District  
 Marlo Hartsuyker, Ventura County Office of Education  
 Shannon Houston Scott, Oxnard Union High School District  
 Bianca Lopez, Santa Paula Unified School District  
 Cesar Morales, Ventura County Office of Education  
 Ian Mc Gugan, Oak Park Unified School District  
 Norma Perez Sandford, Fillmore Unified School District  
 Michele Pizarro-Ortiguerra, Ventura County Office of Education  
 Maria Elena Plaza, Ocean View School District  
 Maria Ponce-Montanez, Ventura County Office of Education  
 Jose Ramirez, Ocean View School District  
 Irene Ramirez, Mesa Union School District  
 Raul Ramirez, Mesa Union School District  
 Chris Ridge, Oxnard School District  
 Rebecca Rocha, Rio School District  
 Kari Skidmore, Santa Clara Elementary School District  
 Jamie Snodgrass, Simi Valley Unified School District  
 Brett Taylor, Ventura County Office of Education  
 Jesus Vaca, Somis Union School District  
 Teresa Vega, Ventura County Office of Education  
 Donna Welch, Moorpark Unified School District  
 Consuelo Hernandez Williams, Ventura County Office of Education  
 Mike Winters, Moorpark Unified School District

### Community Stakeholders

Pam Darby, City Impact  
 Leoda Valenzuela, California Rural Legal Assistance  
 Franchesca Verdin, California Rural Legal Assistance  
 Stacy Ratner, Ventura County District Attorney  
 Lupe Paz, Ventura County Probation Agency  
 Gina Johnson, Ventura County Probation Agency  
 Mark Varela, Ventura County Probation Agency  
 Matt Benitez, Ventura County Public Defender  
 Michael Rodriguez, Ventura County Public Defender

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## Legal Requirements of a Countywide Expulsion Plan

On July 1, 1996 California Education Code section 48926 became operational. California Education Code 48926 states, “each county superintendent of schools in counties that operate community schools pursuant to section 1980, in conjunction with superintendents of the school districts within the county shall develop a plan for providing education services to all expelled students in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.” California Education Code section 48926 required county superintendents to submit a plan to the Superintendent of Public Instruction, no later than June 30, 1997 regarding the provisions of educational services to all expelled students in the county.

Section 48926 further provides that each county superintendent of schools, in conjunction with district superintendents in the county, shall submit to the Superintendent of Public Instruction a triennial update to that plan on June 30 thereafter. The first triennial update was due no later than June 30, 2000, the second triennial update no later than June 30, 2003, the third triennial update was due no later than June 30, 2006, the fourth triennial update was due no later than June 30, 2009, the fifth triennial update was due no later than June 30, 2012, the sixth triennial update was due June 20, 2015, the seventh triennial update was due June 30, 2018, and the most current plan is to be submitted no later than June 30, 2021. A list of the board approval dates for each triennial update is contained in this document (see Appendix II).

Education Code section 48926 requires that the following components be contained in this plan:

- a. An enumeration of existing educational alternatives for expelled students, which include a focus on how such practices may impact the disproportionate number of minority students being suspended or expelled.
- b. The identification of gaps in educational services for expelled students
- c. Proposed strategies for fulfilling said gaps
- d. Alternative placements for those expelled students who have failed to meet the terms and conditions of their rehabilitation plan

California Education Code section 4816.1 states, “At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion...” Therefore, every Ventura County School District governing board will refer each expelled student to an appropriate educational placement for the period of the expulsion. The educational placement will be determined on an individual basis by the school district’s governing board based on:

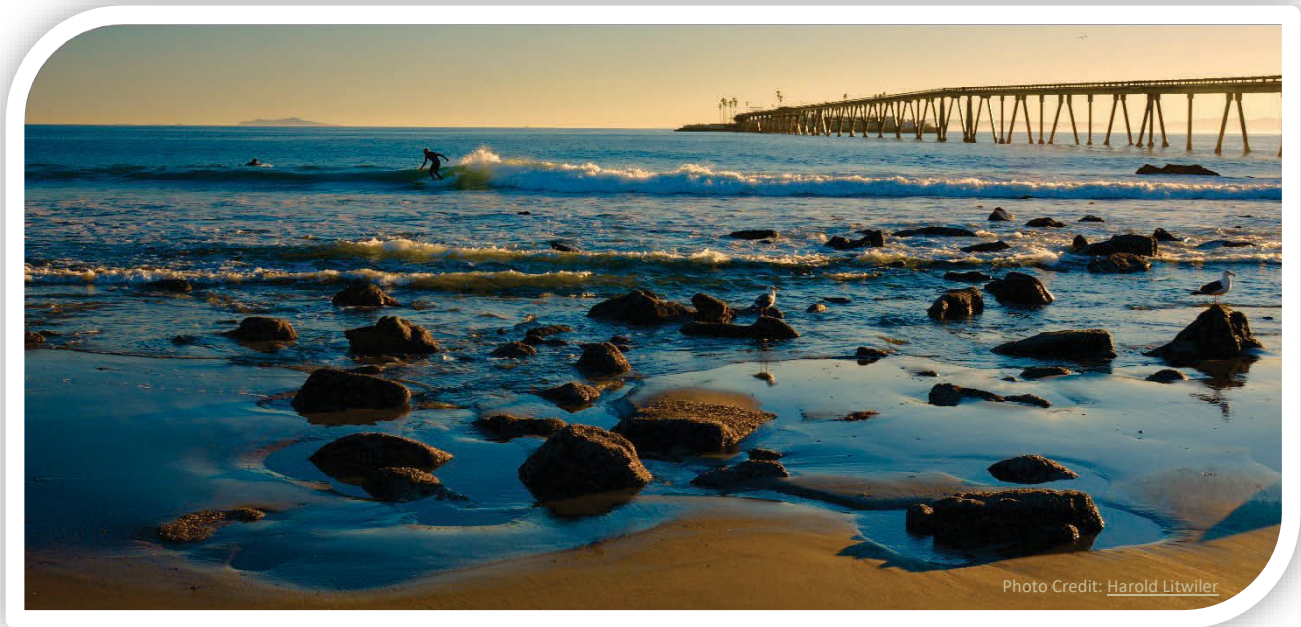
1. The educational needs of students
2. The seriousness of the offense
3. Available educational alternatives
4. Other related factors

## Factors Impacting District-level Alternatives

District-level alternatives for expelled students will vary from one district to another depending on such factors as:

1. District size
  - a. Larger districts may have more options than smaller districts.
  - b. Smaller districts may need to rely on county-operated programs or partner with other small districts to develop viable in-district options.
2. District philosophy and approach to student discipline which may include varying degrees of:
  - a. Restorative practices
  - b. Alternative means of correction
  - c. Staffing
3. Individual student academic needs and current skill levels as determined by the student's:
  - a. Grades
  - b. State standardized assessments
  - c. Formative and summative assessments
  - d. Quality of schoolwork
  - e. Other formal and informal assessments which may contribute to better understanding the individual student's level of academic skills
4. Attendance patterns demonstrated by the student's excused and unexcused absences as well as tardies.
5. Behavior in and out of class
6. Communication: Student's ability to communicate and navigate through the formal and informal curriculum and culture of the school
7. Discipline: Discipline history including patterns of past disciplinary offenses and the severity of those offenses.
8. Health and medical status which may include:
  - a. Health limitations
  - b. 504 accommodations if any
  - c. Drug and/or alcohol dependence or abuse
  - d. Physical limitations and/or mobility needs
9. Social/emotional well-being including:
  - a. Level of student engagement with peers
  - b. Pattern of conflicts with other students and staff
10. Response to instructional approaches - based on existing evidence





## Ventura County Background and Context

Ventura County covers an area of 1,843 square miles and ranks 26<sup>th</sup> in size and 11<sup>th</sup> in population among California’s 58 counties (population 850,000). It is bordered on the north by Kern County, on the west by Santa Barbara County, and on the south and east by Los Angeles County. The Pacific Ocean provides the county’s southwestern border stretching along 42 miles of coastline. There are ten incorporated cities in the county. The five cities with populations of 50,000 or more are Oxnard, Simi Valley, Ventura, Thousand Oaks, and Camarillo. Ventura is the County seat.

A total of twenty school districts in Ventura County (eleven elementary school districts, eight unified school districts, and one high school district) provide services to over 135,000 students. School districts range in size from the smallest with fifty students to the largest with enrollments of over 20,000 students.

**Table 1. 3-Year Ventura County Student Demographics**

Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
<b>2019-20</b>	135,312	1.2%	0.2%	4.4%	1.8%	60.0%	0.2%	28.5%	3.4%	0.3%
<b>2018-19</b>	135,721	1.2%	0.2%	4.5%	1.8%	59.6%	0.2%	29.2%	3.3%	0.1%
<b>2017-18</b>	137,758	1.2%	0.2%	4.5%	1.8%	58.9%	0.2%	29.9%	3.2%	0.0%

Table 2. Ventura County 2018-2020 English Learner Population

2019-2020 Enrollment by English Language Acquisition Status and Grade – Ventura County Report						
Grade	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)	Total
KN	7,024	517	3,350	2	179	11,072
1	5,762	425	3,085	24	13	9,309
2	5,533	185	3,493	182	6	9,399
3	5,659	197	3,343	444	4	9,647
4	5,515	224	2,822	1,289	1	9,851
5	5,529	238	2,733	1,375	6	9,881
6	5,735	220	2,016	2,101	1	10,073
7	5,795	273	1,693	2,609	1	10,371
8	6,109	271	1,618	3,047	1	11,046
9	6,558	359	1,270	3,248	9	11,444
10	6,473	367	1,152	3,379	7	11,378
11	6,408	371	873	3,420	5	11,077
12	6,288	375	747	3,350	4	10,764

Report Totals						
Name	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)	Total
Ventura County	78,388	4,022	28,195	24,470	237	135,312
State	3,600,001	273,950	1,148,024	1,133,977	7,049	6,163,001

Educators in Ventura County recognize the need for a continuum of educational services for all students, including expelled students. It is important to provide support and service to the expelled student while recognizing the rights of others to be safe. Local educators also recognize the seriousness of an expulsion and are committed to applying careful thought, with an emphasis on fairness and consistency during the decision-making process.

Educational programs within Ventura County provide numerous opportunities for students who are in need of traditional and/or alternative educational programs. Individual school districts offer a spectrum of educational alternatives, and the Ventura County Office of Education (VCOE) offers options via court and community school programs. In addition, the county's public charter schools offer a wide variety of educational options for students in all grades K-12. Together, the local school districts and VCOE attempt to provide the needed range of services for expelled students.



## Legal Update

In recent years, including the time since the last update (2018-2021) was developed, the State of California has enacted numerous legislative changes that have impacted the way that schools and districts address the issue of student suspensions (which often lead to expulsion) and expulsions. An effective plan aimed at better serving expelled students must take these changes into account in addition to relevant sections of the education code that are worthy of note and may assist schools and districts in their efforts to better serve students subject to expulsion. Therefore, this section highlights some of the most important legislative changes as they impact student suspension and expulsion.

### Suspension

1. **Education Code 48900 (k)(2)**
  - a. Schools and districts may not suspend students for willful defiance in grades K-8. This code also precludes any school district from recommending a student for expulsion under this provision.
  - b. Education Code 48910-Teachers may suspend for willful defiance.
2. **Education Code 48900 (v):**
  - a. Provides school administrators the discretion to impose age-appropriate alternatives to suspension and expulsion on students subject to discipline so long as the alternative is designed to address the specific behavior of the student.
3. **Education Code 48900 (w):**
  - a. Expresses the legislature's intent that alternative means of correction are used in place of suspension and expulsion for students who are tardy, truant, or otherwise absent from school activities.
4. **Education Codes 48900.5 and 48900.6**
  - a. These codes together present strong guidance on alternative means of correction including making numerous suggestions for such alternatives including restorative approaches and community service.

### Expulsion

5. **Education Code 48915**
  - a. Details provisions related to student expulsion including differentiating between “may” and “shall” expellable offenses.
  - b. Provides the Superintendent to impose alternative means of correction.
  - c. K-12 students cannot be expelled for willful defiance.

## Enrollment and Transfer

### 6. Education Code 1981

- a. Details the conditions under which a county board of education may enroll students in a county community school program as follows:
  - i. Expelled from a school district for any reason other than those specified in subdivision (a) or (c) of Section 48915.
  - ii. Referred to a county community school by a school district as a result of the recommendation by a school attendance review board.
  - iii. On probation, with or without the supervision of a probation officer and consistent with an order of a juvenile court, who are considered to be wards of the court under Sections 601 and 602 of the Welfare and Institutions Code and ordered placed pursuant to Sections 725, 729.2, and 791 of, and paragraph (2) of subdivision (a) of Section 727 of, the Welfare and Institutions Code.
  - iv. When a school district of attendance, has, at the request of the pupil's parent, guardian, or responsible adult, approved the pupil's enrollment in a county community school.

### 7. Education Code 48201

- a. Details notice provisions related to transfers of expelled students as follows:

(b) (1) Upon a pupil's transfer from one school district to another, the school district into which the pupil is transferring shall request that the school district in which the pupil was last enrolled provide any records that the district maintains in its ordinary course of business or receives from a law enforcement agency regarding acts committed by the transferring pupil that resulted in the pupil's suspension from school or expulsion from the school district. Upon receipt of this information, the receiving school district shall inform any teacher of the pupil that the pupil was suspended from school or expelled from the school district and shall inform the teacher of the act that resulted in that action.

### 8. Education Code 48915.1

- a. Details the responsibilities and procedures of an Local Education Agency (LEA) that receives a student under an expulsion agreement from another LEA.

(a) If the governing board of a school district receives a request from an individual who has been expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915, for enrollment in a school maintained by the school district, the board shall hold a hearing to determine whether that individual poses a continuing danger either to the pupils or employees of the school district. The hearing and notice shall be conducted in accordance with the rules and regulations governing

procedures for the expulsion of pupils as described in Section 48918. A school district may request information from another school district regarding a recommendation for expulsion or the expulsion of an applicant for enrollment. The school district receiving the request shall respond to the request with all deliberate speed but shall respond no later than five working days from the date of the receipt of the request.

(b) If a pupil has been expelled from his or her previous school for an act other than those listed in subdivision (a) or (c) of Section 48915, the parent, guardian, or pupil, if the pupil is emancipated or otherwise legally of age, shall, upon enrollment, inform the receiving school district of his or her status with the previous school district. If this information is not provided to the school district and the school district later determines the pupil was expelled from the previous school, the lack of compliance shall be recorded and discussed in the hearing required pursuant to subdivision (a).

(c) The governing board of a school district may decide to deny enrollment to an individual who has been expelled from another school district for an act other than those described in subdivision (a) or (c) of Section 48915, for the remainder of the expulsion period after a determination has been made, pursuant to a hearing, that the individual poses a potential danger to either the pupils or employees of the school district.

(d) The governing board of a school district, when making its determination whether to enroll an individual who has been expelled from another school district for these acts, may consider the following options:

- (1) Deny enrollment
- (2) Permit enrollment
- (3) Permit conditional enrollment in a regular school program or another educational program

## Credits and Graduation Requirements

### 9. [Education Code 48645.5](#)

- a. Details the requirement that LEA's must accept partial credit as follows:

(a) Each public school district and county office of education shall accept full or partial credit for coursework satisfactorily completed by a pupil while attending a public school, juvenile court school, or nonpublic, nonsectarian school or agency. The coursework shall be transferred by means of the standard state transcript. If a pupil completes the graduation requirements of his or her school district of residence while being detained, the school district of residence shall issue to the pupil a diploma from the school the

pupil last attended before detention or, in the alternative, the county superintendent of schools may issue the diploma.

- b. Details that a pupil shall not be denied enrollment or readmission to a public school solely on the basis that he or she has had contact with the juvenile justice system, including, but not limited to:
  - (1) Arrest
  - (2) Adjudication by a juvenile court
  - (3) Formal or informal supervision by a probation officer
  - (4) Detention for any length of time in a juvenile facility or enrollment in a juvenile court school
  - (5) Pursuant to subparagraph (B) of paragraph (8) of subdivision (f) of Section 48853.5, a pupil who has had contact with the juvenile justice system shall be immediately enrolled in a public school.
- c. Details the requirement that if a pupil completes the statewide coursework requirements for graduation specified in Section 51225.3 while attending a juvenile court school, the county office of education shall issue to the pupil a diploma of graduation and shall not require the pupil to complete coursework or other requirements that are in addition to the statewide coursework requirements.

#### 9. Education Code 51225.1

- a. Outlines graduation requirements for Foster Youth including expelled Foster Youth in custody and students transferring to school districts from juvenile courtschools.

### School Accountability System

#### 10. Education Code 52066

- a. Details the requirements of what must be included in a County Office of Education Local Control Accountability Plan including a provision that requires such plans to detail how the COE will coordinate services for expelled students.
- b. To view the VCOE LCAP which details goals related to serving expelled students, please refer to [www.vcoe.org/School-Accountability/VCOE-LCAP](http://www.vcoe.org/School-Accountability/VCOE-LCAP) for the most recent VCOE LCAP.

#### 11. California School Dashboard

- a. The State of California has embarked upon the implementation of a new school accountability system using a Dashboard format showing how schools perform on multiple measures of practice including academics, school climate and culture, college and career readiness, attendance and student discipline.

- b. To view a local district or VCOE Dashboard please refer to [www.caschooldashboard.org/#/Home](http://www.caschooldashboard.org/#/Home) on the CDE web page and enter the name of the educational agency you wish to view. On this page, you will also find a quick guide and tutorial video to help you understand the California School Dashboard system of accountability.
- c. It is also important to note that Gateway Community School qualifies and is designated by the California Department of Education as an Alternative Education School and as such will participate in the accountability model reflecting modified methods of determining performance on state-mandated areas of the Dashboard. This model is called the Dashboard Alternative School Status (DASS). For eligibility requirements related to schools participating in DASS [click here](#).

## Joint Transition Policy

### 12. [Education Code 48647](#)

- a. Details recommendations related to data sharing and requires County Offices of Education and Probation Departments to develop a joint transition policy detailing best practices related to student records, communications, timely school placement and other important items ensuring students transitioning out of court schools are able to re-enroll in their schools of residence in an efficient manner. Provisions include:
  - i. (a) Local educational agencies are strongly encouraged to enter into memoranda of understanding and create joint policies, systems, including data sharing systems, transition centers, and other joint structures that will allow for the immediate transfer of educational records, create uniform systems for calculating and awarding course credit, and allow for the immediate enrollment of pupils transferring from juvenile court schools.
  - ii. (b) As part of their existing responsibilities for coordinating education and services for youth in the juvenile justice system, the county office of education and county probation department shall have a joint transition planning policy that includes collaboration with relevant local educational agencies to improve communication regarding dates of release and the educational needs of pupils who have had contact with the juvenile justice system, to coordinate immediate school placement and enrollment, and to ensure that probation officers in the community have the information they need to support the return of pupils who are being transferred from juvenile court schools to public schools in their communities.
- b. Please see attached Memorandum of Understanding between Ventura County Office of Education and the Ventura County Probation Department herein incorporated as Appendix IV. The MOU serves as the joint policy required under Education Code 48647 (b) noted above.

## Provisions for Foster, Homeless Youth

### 13. Education Code 48918.1

(a) (1) If the decision to recommend expulsion is a discretionary act and the pupil is a foster child, as defined in Section 48853.5, the governing board of the school district shall provide notice of the expulsion hearing to the pupil's attorney and an appropriate representative of the county child welfare agency at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(2) If a recommendation of expulsion is required and the pupil is a foster child, as defined in Section 48853.5, the governing board of the school district may provide notice of the expulsion hearing to the pupil's attorney and an appropriate representative of the county child welfare agency at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(b) (1) If the decision to recommend expulsion is a discretionary act and the pupil is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the governing board of the school district shall provide notice of the expulsion hearing to the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(2) If a recommendation of expulsion is required and the pupil is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code, the governing board of the school district may provide notice of the expulsion hearing to the local educational agency liaison for homeless children and youth designated pursuant to Section 11432(g)(1)(J)(ii) of Title 42 of the United States Code at least 10 calendar days before the date of the hearing. The notice may be made using the most cost-effective method possible, which may include, but is not limited to, electronic mail or a telephone call.

(3) If a recommendation of expulsion is required and the pupil is a foster child or youth as defined in Section 48853.5(a) and a change in schools occurs, the child shall be enrolled immediately. School districts must request records within 2 days of the foster youth's enrollment. School districts must forward education records to a requesting school within 2 business days of receiving a request. EC 48853.5 (e)(8). If a recommendation of expulsion is required and the pupil is a homeless child or youth, as defined in Section 11434a(2) of Title 42 of the United States Code and a change in schools occur, the enrolling school must immediately admit the student and must contact the previous school for records. 42 U.S.C. 11432(g)(3)(D). Although the Act is silent on the definition of "immediate", the standard dictionary definition is without delay.

## Implementation of Countywide Practices to Address the Disproportionate Number of Minority Students Who Are Suspended or Expelled in Ventura County

Student services professionals represented by LEAs in Ventura County have contributed to the development of this section of the Ventura County Plan for Expelled Youth. In addition to the changing legal landscape, there have been numerous developments in the area of student support services that have significant potential for limiting expulsions and positively impacting Ventura County students. This section specifically addresses practices that work towards lowering the number of minority students who are suspended or expelled.

Districts throughout the county address equity issues by:

1. The implementation of the annual countywide Equity Conference sponsored by the Ventura County Office of Education. This conference is free of charge and all public stakeholders, parents and community members are invited to attend.
2. The implementation of Ethnic and Social Justice high school classes.
3. The development of Student Assistance Programs to assist students and their families in accessing countywide educational and behavioral support resources.
4. The implementation of mental health training for counselors to support students in crisis.

In addition to the above, Ventura County districts implement and provide staff development in the following promising practices:

1. **Multi-Tiered System of Support and Response to Instruction and Intervention** - Ensuring the success of all students requires meeting the needs of students, academically, behaviorally and social-emotionally. Ventura County educators remain committed to implementing programs and interventions that will ensure all students can succeed. A conceptual framework for how best to view Multi-Tiered System of Support (MTSS) and Response to Intervention (RTI2) can be found [here](#). Another resource from the California Department of Education can be found [here](#).
2. **PBIS** - Positive Behavior Intervention and Support (PBIS) relates to a multi-tiered approach to social-emotional, and behavior support. The broad purpose of PBIS is to improve the effectiveness, efficiency and equity of schools and other agencies. PBIS improves social-emotional and academic outcomes for all students, including students with disabilities and students from underrepresented groups. This description is provided by and more information can be found at: [www.pbis.org](http://www.pbis.org)
3. **CHAMPS** - CHAMPS is a research and evidence-based approach to Positive Behavior Intervention and Support (PBIS) designed by [Safe and Civil Schools](#). The “CHAMPS Proactive and Positive Approach to Classroom Management” leads teachers through a process of identifying and maintaining the effective aspects of their current management plan while adding and/or strengthening any missing or

less-effective aspects. With an emphasis on preventing misbehavior before it occurs and a tireless focus on respectful interactions with children, CHAMPS is designed to reduce classroom disruptions and office referrals, improve classroom climate, increase student on-task behavior, and establish respectful and civil interactions.

4. **Restorative Practices** - Restorative Justice is an approach to school discipline that moves away from traditional punishment and provides for families, schools and communities a way to ensure accountability and repair the harm caused by someone's behavior. It requires students to think about themselves and how they deal with others in their community and to work on developing healthy relationships and learning how to manage conflict in a healthy manner. It allows for students to develop self-discipline and self-awareness and promote positive behavior in a caring, supportive environment. Restorative Justice is increasingly used in schools throughout California to promote positive school climates and as an alternative to suspension or expulsion. Resources and more additional information provided by the Ventura County Office of Education can be found at: [www.vcoe.org/Leadership-Support-Services/Restorative-Justice](http://www.vcoe.org/Leadership-Support-Services/Restorative-Justice)
5. **Trauma Informed Care** - Traumatic stress can arise from a variety of sources: bullying at school, dramatic weather events, and school shootings even the day-to-day exposure to events such as divorce or homelessness. Children *and* adults can be affected by traumatic stress. Having the tools to manage traumatic stress empowers the members of the school community. In a trauma-informed school, the adults in the school community are prepared to recognize and respond to those who have been impacted by traumatic stress. Those adults include administrators, teachers, staff, parents, and law enforcement. In addition, students are provided with clear expectations and communication strategies to guide them through stressful situations. The goal is to not only provide tools to cope with extreme situations but to create an underlying culture of respect and support. More information can be found at: [www.first5la.org/files/Trauma.pdf](http://www.first5la.org/files/Trauma.pdf) and [traumaawareschools.org/traumainschools](http://traumaawareschools.org/traumainschools)
6. **Student Resilience** - Much [recent research](#) has been done and much attention has been paid to issues related to student success. The field of asset building is concerned with what assets students need to be successful and which serve students best as they work to overcome the many challenges they face. Among the most impactful assets a student can have is *resilience*. Ventura County educators are committed to continuing to build students' assets with a special emphasis on resilience.
7. **Cultural Proficiency**: Cultural proficiency is an approach to education and school leadership that centers on understanding, valuing, and talking about differences in ways that are respectful. A core component of this approach to make explicit the implicit values of a school community to ensure that the values of schools are aligned with the actual practices related to its treatment of all students and families. In practice, culturally proficient schools deeply examine practices such as school discipline, grading policies, curriculum, transportation, school activities, school ceremonies, and family events to ensure equity of access and representation of diverse values and cultures.



More information can be found at: [Cultural Proficiency: Tools for School Leaders](#). The VCOE offers trainings related to cultural proficiency through the [L3 and L3 Team Professional Learning Series](#).

8. **Career Education** - The State of California has emphasized the importance of career readiness in a variety of ways including substantial funding of career pathways and career and technical education incentive grants. In addition, California's new Accountability System includes a Career/College Readiness Indicator. Gateway Community School will continue to offer opportunities for expelled students to participate in career pathways and exploratory career education courses. Career Technical Education (CTE) courses are offered as part of the Gateway master schedule, staffed by VCOE's ROP teachers. CTE programs are based on state CTE Model Curriculum Standards. Students may continue their career education through participating in VCOE's ROP Career Education Center programs for high school and out-of-school youth. Program information is available at <https://www.vcoe.org/Career-Education/Career-Education-Center>.

### Interagency Collaboration

Interagency collaboration takes place on an ongoing basis. Partners work together to ensure that the needs of the students are met. Agencies partner to support students both academically socially. Collaboration occurs within and between the following entities:

1. [The Ventura County Student Services Collaborative](#)  
Student services collaborative (SSC) consists of student services administrators from all districts in Ventura County. The SSC is designed to collaborate on best practices and programming for the benefit of all students. The SSC meets monthly. This group annually reviews [five-year suspension and expulsion data](#). This review includes the analysis of student subgroups and whether there are disproportionate numbers of minority students suspended and expelled. Members of the Student Services Collaborative then have an opportunity to share the findings with their local stakeholders and devise a plan to address the disproportionality of minority students who are suspended or expelled if needed.
2. [Juvenile Specialty Services](#)
3. [The Juvenile Detention Alternatives Initiative](#)
4. The [VCOE Special Populations Department](#) focusing on serving Foster, Homeless and Migrant Youth
5. [The Ventura County School Attendance Review Board](#)
6. The THRIVE (Truancy Habits Reduced Increases Vital Education) Project focuses on improving student attendance.
7. VC Community based agencies and public advocates including [CRLA](#) and [City Impact](#)
8. The [Ventura County Special Education Local Planning Area](#) focusing on serving the needs of students with exceptional needs.
9. The numerous collaborative efforts involving our County's School Districts and especially the leadership of the Superintendent's.
10. Local Law Enforcement
11. [VC Probation Agency](#)
12. [VC District Attorney's Office](#)
13. [VC Public Defender's Office](#)

14. [VC Human Services Agency](#)
15. [VC Health Care Agency](#)
16. [VC Juvenile Court Judges](#) and the [JJDC](#) (Juvenile Justice Delinquency Prevention Commission).  
Ventura County is an exceptional place to live and work and the collaborative spirit exemplified by all these agencies and their collaborative efforts are second to none. The continued excellence of our services to expelled youth will require the ongoing commitment of the entire community.

### Rehabilitation Plans

When students are expelled, districts complete a plan for rehabilitation. The rehabilitation plan plays a critical role in addressing each student's needs and providing services that help to prepare them to return to their district. The development and implementation of an appropriate and individualized rehabilitation plan is designed to address the students' strengths and needs and works to provide the student with an *attainable* set of goals necessary to achieve in order to return to their district (see Appendix VI for Model Rehabilitation Plan).

#### [Education Code 48916](#)

The governing board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.



## Existing School District Educational Alternatives for Expelled Students

Each school district shall ensure that instructional services are provided for pupils who have been recommended for expulsion hearing and/or awaiting placement. A student whose behavior has resulted in expulsion, including a stipulated expulsion, shall be given a rehabilitation plan that is designed by the district of residence (see Appendix VI for Model Rehabilitation Plan). Student progress towards meeting the requirements of the rehabilitation plan should be monitored by the district of residence and the site of placement alike. Appropriate documentation should be maintained by the school of placement and presented to the district of residence upon a recommendation to return to district.

The governing board of each school district will determine which educational alternatives are appropriate and available. Educational alternatives throughout Ventura County for students recommended for expulsion included, but are not limited to, the following options:

- Expulsion, suspended order, with placement on the same campus. E.C. 48917(a)
- Expulsion, suspended order, with placement on a different school campus within the district. E.C. 48917(a)
- Expulsion, suspended order, with placement in district independent study, if it is determined that independent study is an appropriate alternative for the student and the parent consents.
- Expulsion, suspended order, with subsequent transfer to another district.
- Expulsion with referral to a district community day school, if available.
- Expulsion, suspended order, with subsequent transfer to a charter school
- Expulsion, suspended order, with subsequent transfer to private school
- Expulsion with subsequent transfer to another district.
- Expulsion with subsequent transfer to a charter school
- Expulsion with subsequent transfer to a private school
- Expulsion with referral to the Ventura County Office of Education Gateway Community School Program (grades 6-12).

Note: Parents may elect to enroll in a charter or private school. While charter schools are cost-free public schools, any costs associated with private schools, are the responsibility of the parent. School districts will always offer a public-school option for expelled students. A list of current charter schools in Ventura County can be found in Appendix III on page 38.

The Ventura County Office of Education (VCOE) is committed to providing educational services for students expelled or referred from Ventura County school districts. Educational services for expelled Ventura County students are provided through Gateway Community School. Additionally, expelled students who are in custody while awaiting adjudication, or who are wards of the juvenile court serving a commitment in the Ventura County Juvenile Facility are provided educational services through Providence Court School.

## Gateway Community School

### Purpose

Gateway Community School was established in 1980 by the Ventura County Office of Education. It is located in Camarillo, CA off Pleasant Valley Road at the Camarillo Airport Campus. Gateway serves students in grades 6-12. Students enrolled at Gateway are generally in need of more intensive support services and are referred based on their current status with their home district, probation and the Student Attendance Review Board. Gateway accepts referrals from districts for reasons of expulsion, chronic truancy, severe misbehavior, need for a smaller and more structured setting or are referred by probation. Gateway emphasizes to all of the students that regardless of what city they live in, Gateway is everyone’s community.



The primary goal at Gateway is preparing students for academic success and for eligibility to return to their local public-school districts. Students who do well at Gateway may choose to stay and graduate with their high school diploma from Ventura County Office of Education. Gateway prepares students to be respectful, positive, productive and proud.

Gateway Community School is a national visitation site recognized by [Safe & Civil Schools](#) for its successful implementation of positive behavior intervention and supports. Gateway is also fully accredited by the Western Association of Schools and Colleges (WASC).

Prospective students and families are always encouraged to check out the [“Prospective Students” webpage](#) and to schedule a tour of the school.

**Table 3. Four-Year Analysis: Attendance, Enrollment, and Suspensions**

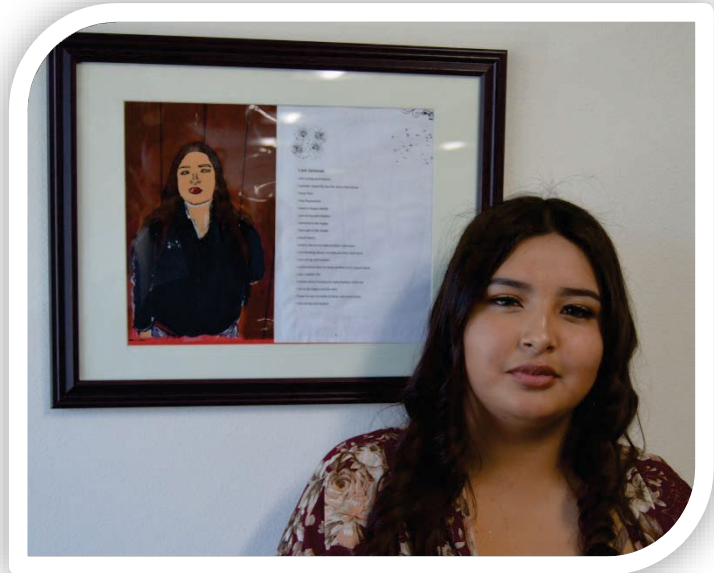
	Attendance Rate	Average Enrollment	Suspensions
2019-2020	70.47%	93	11
2018-2019	74.18%	91	30
2017-2018	70.47%	90	37
2016-2017	76.94%	106.2	59

### Gateway Community School: Key Characteristics

- **Positive Behavior Intervention Support:** Gateway Community School is locally and nationally recognized for its implementation of *CHAMPS*.

- **History and Awards:** In 2011, Gateway began a school wide implementation of the *CHAMPS* through the *Safe and Civil Schools* approach to positive behavior interventions and support (PBIS). In 2013 and 2017, the founder of *Safe and Civil Schools* designated Gateway as a national visitation school for best-practices in PBIS.

- **PBIS Approaches:**  
Gateway utilizes the STOIC acronym to engage students in ways that are positive, proactive, and instructional. Staff participate in ongoing reflection, analysis, and professional development to ensure fidelity of implementation. A core principle to these approaches rests in the belief that all students at Gateway should be treated with dignity and respect.



- S - Structure the learning environment. All staff create an array of classroom and schoolwide routines and procedures provide a foundation for students at Gateway.
- T - Teaching expectations. All staff do not assume that students know their behavioral expectations. Rather, the school staff work proactively to explicitly state expectations and then regularly teach students how to meet those expectations.
- O - Observe student. All staff are responsible for actively observing and supervising student behavior in the classroom, office, and common areas.
- I - Interact positively. All staff strive for a 3 to 1 ratio of positive to negative interactions. Building relationships between students and staff is essential to creating a harmonious and positive school culture.
- C - Correct Fluently. All staff respond to student misbehavior by providing corrections that are: immediate, brief, calm, consistent, and private when possible.

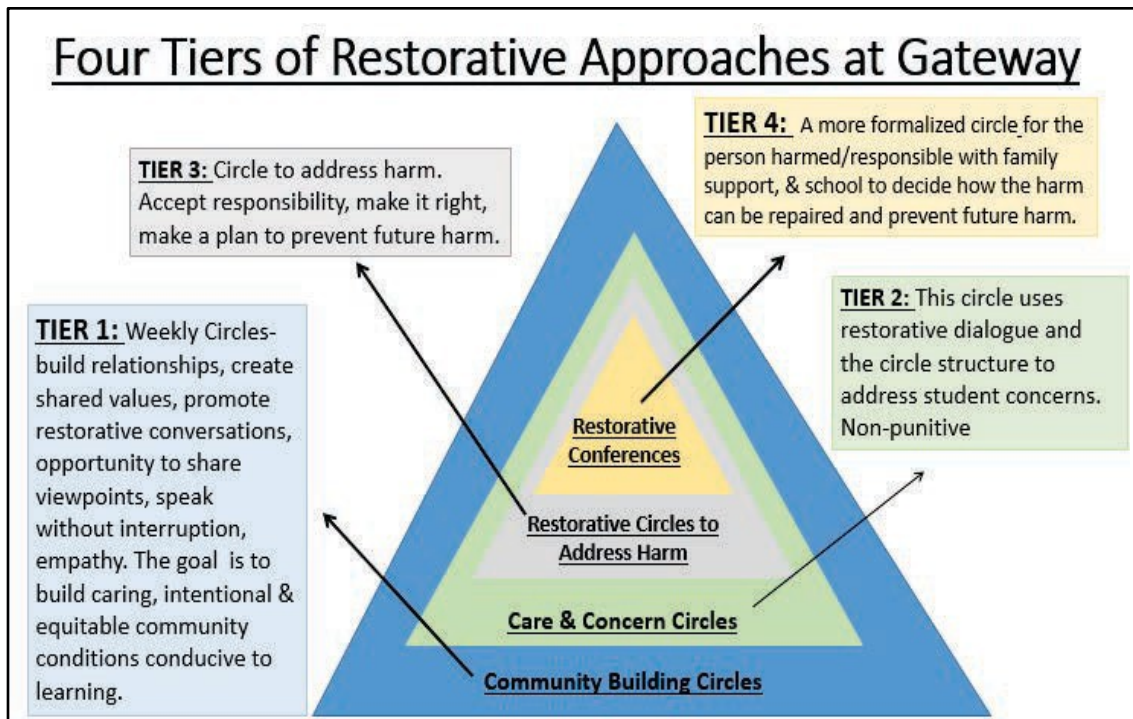
- **Community Service Agencies:** Gateway Community School is proud to partner with a host of community-based service agencies that provide essential support to students.
  - VCOE and Ventura County Probation Agency provides one full-time deputy probation officer assigned to Gateway. This person serves as a liaison between probation and the students who are currently on probation. The deputy probation officer also provides resources and support to both students and staff.
  - The Ventura County SELPA provides part-time social-emotional services specialists for special education and general education students. These services include individual counseling as well as group counseling focused on social skills, positive choices, or anger management.

**Table 4. Socio-emotional Services Offered to Students at Gateway Community School**

Counseling Service	Agency/Provider
Anger Management	Coalition for Family Harmony
Career Counseling	VCOE Career Education Center
Drug and Alcohol	Ventura County Behavioral Health
Grief Services	Livingstone Memorial
Health Education	VCOE
Healthy Choices	Cal-Safe
Individual Counseling	Clinicas del Camino Real, VC SELPA
Positive Choices	Ventura County SELPA

- **Restorative Justice:** Gateway Community School employs a schoolwide approach to building a strong community that effectively addresses harm to others.
  - Gateway uses Restorative Justice practices to effectively address harms and conflicts that have taken place on the school campus and in the community. Restorative Justice focuses on repairing the harm caused by inappropriate behavior. People who have been harmed have a say in how the person who behaved hurtfully should “make it right”. Individuals who acted wrongfully take responsibility for the hurt they have caused and take steps to repair the harm. This firm but fair approach works with disciplinary action in a more caring, healthy manner.
  - Four separate tiers of Restorative Approaches have been adopted and implemented by Gateway students and staff. The graphic below describes each of the tiers and indicates a progression of need and support offered through a variety of these restorative approaches.



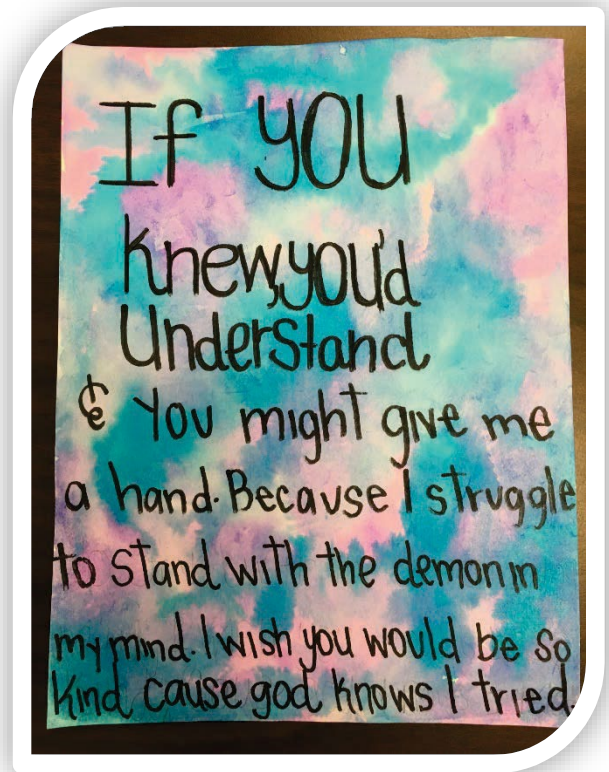


**Academics:** Gateway Community School students are offered with supports and opportunities to engage in relevant and meaningful learning.

- Students at Gateway benefit from a small learning environment that provides the supports necessary for students to succeed. On average, there are 15 students or less in each classroom. Four full-time paraeducators work inside of the classrooms to provide students with individual and group support.
- Project-based learning is one approach that Gateway teachers utilize to create more meaningful and relevant instruction related to the California state standards. Teachers receive ongoing professional development in create units of learning that contain the following: public product, challenging question or problem, sustained inquiry, authenticity, student voice and choice, reflection, as well as critique and revision. In addition, VCOE Curriculum and Instruction regularly provides teaches with visitations, feedback, and traditional workshops in all the core content areas.
- Gateway students are offered essential opportunities and exposure to Career Technical Education. All students have an opportunity to participate in the nearby VCOE Career Education Center (CEC). Students can take CEC classes during the regular school day. Current and previous courses include: Horticulture, Emergency Medical Response, Screen-printing, Auto body/Auto paint, Aviation, Cosmetology, Medical Terminology and Senior Seminar. Students can also concurrently enroll in semester-long CEC courses after the Gateway school day or participate in the range of CEC summer camps offered in July.
- The CEC and Gateway also partner to create project-based units planned and coordinated by an industry liaison that specializes in engineering, energy, environmental

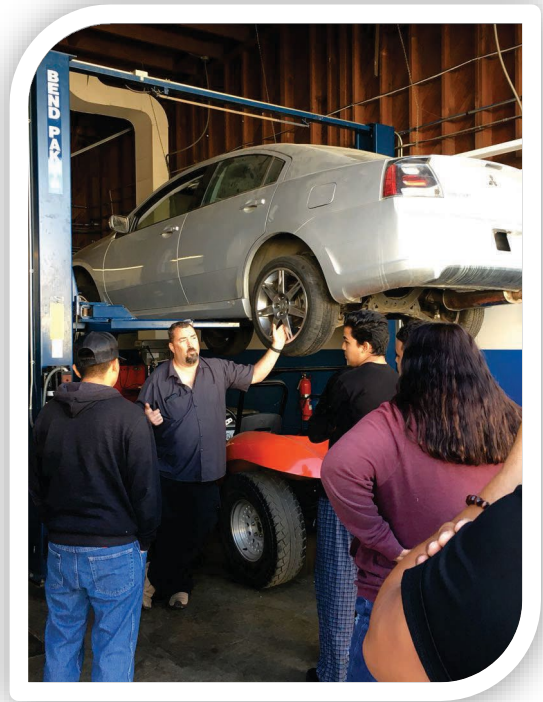
resources, and transportation. This project focus on teams of students creating entrepreneurial solutions to real world community problems with the support of a workplace mentor.

- **Pro-Social Activities:** Gateway Community School student participate in a host of activities throughout the year that intentionally bring students closer to their school and local communities.
  - Gateway Leadership Class - High school students interview and apply to participate in the Gateway Leadership Class. This group of students plans a variety of pro-social and educational experiences for the entire school, such as Red Ribbon Week. These students also engage in leadership training opportunities and field trips to the Reagan Library.
  - Intramural sports - Students compete during lunch in 3 on 3 soccer, handball, basketball, and kickball. Each year, Gateway competes with other alternative high school programs in basketball, flag football, and dodgeball.
  - Holidays - Students celebrate the holidays together by participating in a host of activities, including a Thanksgiving Feast, Halloween costume contest, and Valentine's Daygrams.
  - Community service - Students are regularly given opportunities to give back to and learn about their community. In the past, students have facilitated food drives or a collection of items for families during the holiday season. Students have also volunteered at the nearby animal shelter. The Gateway Leadership Class is now responsible for creating at least one community service opportunity for all students each quarter.
  
- **Personal Development Course:** In January of 2019, Gateway implemented a Personal Development course. Teachers provide instruction on kindness, diversity, empathy, positive goal-setting, making positive choices and so forth. Teachers use Social Emotional Learning Curriculum and students have the opportunity to learn about managing their emotions, maintaining positive relationships, and having empathy towards others.
  
- **Transition:** Gateway Community School is focused on providing essential supports for students to successfully transition back to their home districts and into the community.





- A full-time Induction/Transition Specialist at Gateway works to ensure the timely enrollment and return of students to their home districts. This includes working with students who have been detained in the Juvenile Facilities, no matter the length of their stay. This person conducts in-person orientations for students and families, provides ongoing communication with home districts, and regularly monitors each student's' expulsion rehabilitation plans.
- Some districts regularly meet with their students who are enrolled at Gateway. During these visits, the district representative is able to review the student's progress and receive accurate information from the Gateway staff.
- Gateway students regularly are exposed to experiences that support their career/college readiness. In partnership with the VCOE Education Center (CEC), students tour local businesses/industries as well as participate in job fairs for a variety of career fields. Students also tour local colleges, universities, and trade schools in Ventura and Santa Barbara County. A full-time school counselor supports seniors and their families with one-on-one assistance in applying for financial aid and college enrollment.



### **For Special Education Students: Academic Program Provisions**

Gateway has historically served students with mild/moderate disabilities. Gateway continually monitors students with IEPs, and when necessary, convenes an IEP team to discuss students who are not making significant progress on their educational goals.

The middle school is a 100% general education program and provides specialized academic instruction (SAI) in English, Math, Science, and Social Studies via a push in model. Services are delivered by a credentialed Special Education teacher or paraeducator under the supervision and guidance of the Special Education teacher.

The high school offers SAI in English, Directed Studies, and Math inside the special education classroom. SAI in Science and History are delivered inside the general education classroom via

a push in model with support from a credentialed Special Education teacher or paraeducator under the supervision and guidance of the Special Education teacher.

Speech and occupational therapy services are available in small group (when applicable and appropriate) or individual sessions during the school day. (These staff are not "housed" at Gateway and have multiple sites; therefore, they are not available on a daily or "as needed" basis).

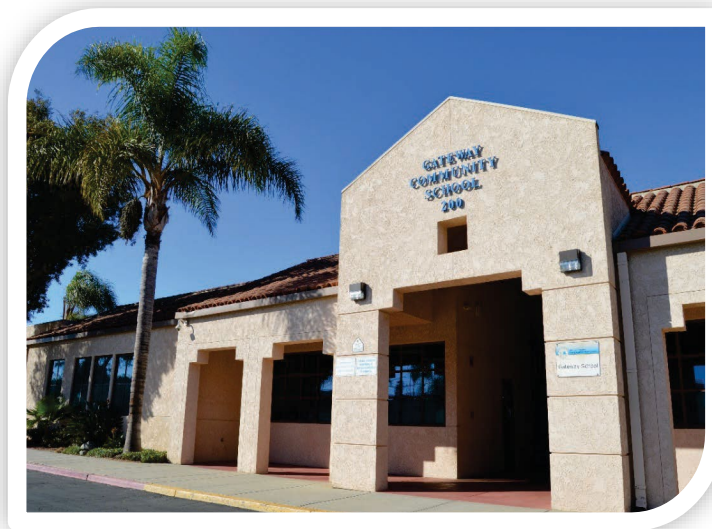
Educationally Related Social Emotional Services (ERSES) are available from an Intensive School Based Therapist (ISBT). However, Gateway does not have "in house" ISBTs and the ISBT may not be accessible throughout the school day to the student.

#### *Independent Study*

Any student with an IEP will not be provided independent studies by Gateway. If a student with an IEP requires an independent study-like program they will be referred back to their home district at which point the district and the IEP team may determine the student's placement.

#### *Home Instruction*

CCR section 3051.4 states that a student can be placed on home instruction through an IEP team decision. If a student is placed on home instruction, student will be unenrolled from Gateway and re-enrolled in District of Residence (DOR) during the interim period of home instruction.



## Coronavirus (COVID-19) Conditions

### Distance Learning

Due to the COVID-19 pandemic, in March of 2020, Gateway Community School pivoted from in-person learning to distance learning. All students engaged in learning continuity through distance learning. Distance learning is defined as a mode of instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee.

The VCOE expeditiously took critical actions to provide the continuity of instruction to all students. Each Gateway Community School student was given a Chromebook and a hotspot to ensure that they had access to distance-learning instruction.

During the COVID-19 pandemic, Gateway Community School has implemented rigorous instruction to all students including English Learners, homeless, foster, low-income, and students with special needs through daily synchronous and asynchronous instruction. Teachers have ensured that all students have equitable access to rigorous curriculum and facilitate instruction through Zoom, Google classroom, and instructional packets. Distance learning has included the following:

- A rigorous and robust online learning environment.
- Daily scheduled virtual lessons that have included critical thinking and logic.
- The use of printed materials that incorporate assignments that are the subject of written or oral feedback.
- Standards-based lessons aligned with California State mandates including designated and integrated English language development.
- Utilization of the VCOE Board adopted and supplemental curriculum and resources.
- Enhanced instruction for English learners and students with unique needs to ensure that all students have access to a full curriculum and continuity of instruction.
- Interaction, instruction, and check-ins between teachers and students through the use of a computer or communication technology.
- On-going monitoring and follow-up of student well-being and academic progress.
- Individual remote meetings with students to review student transcripts, individual learning plans, student progress, and attendance.

Student social-emotional well-being has been addressed throughout the pandemic. Social-emotional specialists have continued to offer mental health services, screening, assessments, and direct service via virtual formats. Also, students have participated in the personal development course.

On March 29, 2021, Gateway Community School returned to in-person learning for students whose parents wanted their children to return to in-person instruction. Students who did not return to in-person instruction, continue to participate in distance learning through synchronous and asynchronous instruction. For in-person learning, all Ventura County Public Health COVID-19 safety guidelines and protocols have been implemented.

## County and District Gaps and Strategies Regarding the Provision of Education Services to Expelled Students

### 2018-2021 Service Gaps Summary

For the 2018-2021 Ventura County Plan for Expelled Students, five gaps in services were identified. The following will discuss these identified gaps.

The identified gap in services number one addressed the ability for Ventura County to serve expelled students who refuse to attend, refuse program services, or refuse instruction such that instruction cannot occur (Education Code 48926). This gap continues to be a challenge, and Ventura County schools continue to exhaust all interventions (see page 29 for a list of services provided).

The gap in services number two stated that, although scarce, Ventura County was unable to serve expelled youth from elementary school districts. This is no longer an identified gap. Local LEAs that serve elementary school students have successfully used local services to address the needs of students who have demonstrated behavior difficulties and have committed expellable offenses.

The gap in services number three also addressed elementary school expelled students, specifically students who are in fourth and fifth grades. This gap stated that these students do not have the same educational options available as expelled students in grades six to twelve. This is no longer an identified gap. Elementary districts have effectively used their local alternatives to provide services to these students.

The gap in services number four stated that districts in geographically distant areas could not refer expelled students to Gateway Community School due to transportation limitations. This is no longer a gap. In collaboration with districts, Gateway Community School successfully provides transportation to students who live in geographically distant areas.

The gap in services number five identified the need for districts to ensure that they provide translation services for students and families of the Mixteco community during the expulsion process. This is no longer an identified gap as districts ensure that translation is secured for families of the Mixteco community throughout the expulsion process. In addition, gap number five addressed the need for Gateway Community School to provide translation services for families from Mixteco communities. Gateway Community School has developed an effective system that secures Mixteco translation services as needed.

**2021-2024 Service Gaps**

Per Education Code 48926, “The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps.” Five gaps have been identified with respect to providing educational services to expelled students.

Service Gaps	County / District Strategies
<p><b>Service Gap #1</b>  <b>Serving expelled students who refuse to attend or who refuse program services or instruction such that instruction cannot occur. (<a href="#">Education Code 48926</a>)</b></p> <p>A student is expelled from the district under Education Code 48915 and after being accepted at Gateway Community School refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way.</p>	<p><b>Service Gap #1 Options</b>  <b>Options for serving expelled students who refuse to attend or who refuse program services or instruction such that instruction cannot occur. (<a href="#">Education Code 48926</a>)</b></p> <p>A collaborative effort will be made to address the underlying causes and identify additional services which will serve the student’s academic and behavioral needs. Services currently offered at Gateway will be provided by Gateway to the greatest extent possible. Additional services necessary will be the responsibility of the referring district.</p> <ul style="list-style-type: none"> <li>a. The county and district will exhaust their existing options to include collaborating with partner agencies such as VC Probation, VC SARB, VC SELPA, and VC Behavioral Health to determine an educational program that will provide the student with educational options.</li> <li>b. The district may approve additional services such as additional support staff dedicated to the student, augmented social-emotional interventions, or substance interventions beyond what is already provided at Gateway.</li> <li>c. The district may approve alternative placement such as a non-public school or camp setting with more restrictive settings.</li> <li>d. Students can apply to a charter school at no expense to the parent or to a private school where any costs would be borne by the parent. Neither the charter school or private school is obligated to accept the student.</li> </ul>

<p><b>Service Gap # 2</b></p> <p><b>Social-emotional needs among students who are expelled due to a threat.</b></p>	<p><b>Service Gap #2 Options</b></p> <p><b>Options for addressing the social-emotional needs among students who are expelled due to a threat.</b></p>
<p>There is an increase in the number of students who are expelled due to a threat.</p> <ul style="list-style-type: none"> <li>• During the 2019-20 academic year, 43% of Gateway Community School students were expelled due to a threat.</li> <li>• During the 2018-19 academic year, 37.5% of Gateway Community School students were expelled/referred due to a threat.</li> </ul>	<ul style="list-style-type: none"> <li>a. Ensure that there is a smooth transition to and from Gateway Community School. Identify district liaisons to collaborate with Gateway administration to oversee the transition process.</li> <li>b. Provide student with social-emotional counseling as determined by each expelled student’s rehabilitation plan. Counseling options are: <ul style="list-style-type: none"> <li>• Individual Counseling</li> <li>• Anger Management Counseling</li> <li>• Drug and Alcohol Counseling</li> <li>• Positive Choices Counseling</li> </ul> </li> <li>c. Enroll student in a personal development class.</li> </ul>
<p><b>Service Gap #3</b></p> <p><b>Substance abuse among Ventura County youth</b></p>	<p><b>Service Gap #3 Options</b></p> <p><b>Options that address the significant amount of substance abuse among Ventura County youth</b></p>
<p>There is a significant amount of substance abuse for Ventura County youth.</p>	<ul style="list-style-type: none"> <li>a. Provide student with drug and alcohol counseling, healthy choices counseling, and/or health education counseling.</li> <li>b. Enroll student in a personal development class.</li> <li>c. Place student in Tier 3 classroom as needed.</li> </ul>
<p><b>Service Gap #4</b></p> <p><b>College/Career Readiness</b></p>	<p><b>Service Gap #4 Options</b></p> <p><b>Options for College/Career Readiness</b></p>
<p>Per the California School Dashboard College/ Career Indicator, zero percent of Gateway graduates were college/career ready in 2019 and 2018.</p>	<p>While at Gateway Community School and prior to attending Gateway, students will:</p> <ul style="list-style-type: none"> <li>a. Enroll in A-G courses.</li> <li>b. Participate in individual college/career counseling.</li> <li>c. Participate in Get Focused, Stay Focused College and Career Readiness course.</li> <li>d. Participate in CEC classes that work towards obtaining pathway completion.</li> <li>d. Participate in presentations by local colleges and trade schools.</li> <li>e. Participate in field trips to local colleges: California State University Channel Islands, MC, OC, VC, and California Lutheran University.</li> <li>f. Participate in presentations by the California Department of Rehabilitation.</li> </ul>

## County and District Agreement on Alternative Placements

### Gateway Community School: Referral Process

Gateway accepts Ventura County students in grades 6-12. Students are accepted from districts on an as needed basis, but if registration peaks, students with expulsions are given preference (See EC 1981(b)(1)(A)). Gateway strives to expedite student processing and to ensure good customer service to districts, parents, and students.

1. An expelled student's home district is required to provide educational services to the student until a student enrolls at Gateway or another educational alternative.
2. Home district should complete and submit the "Referral Recommendation Form" signed by the parent/guardian and student. This form is located at [www.vcoe.org/Gateway-Community-School/Referral-Process](http://www.vcoe.org/Gateway-Community-School/Referral-Process). In addition to the completed form, the following corresponding documents should also be sent to Gateway:
  - Documentation of prior interventions (see Appendix VII for a sample form).
  - Transcript
  - All testing records (CAASPP, ELPAC, etc.)
  - Immunization records with TDAP
  - Discipline and behavior records
  - School attendance records
  - Expulsion documents (if student is expelled)
  - Rehabilitation plan to return to district (if student is expelled)
  - Most recent annual IEP (if student has IEP)
  - Most recent Psych Report (if student has IEP)
3. Upon receipt of the referral and corresponding documents from the home district, the school site administrator (and psychologist for special education students) will review the information and determine the student's eligibility.
4. Once a completed packet has been received, the referring school district shall be notified as soon as possible but no longer than five working days if the Gateway staff does not believe that Gateway is the appropriate setting for the student. A written explanation for the decision will be provided.
5. Once the student has been accepted, parent is invited to an orientation meeting at Gateway. Gateway staff will notify district if the parent misses two enrollment appointments or is not responsive to multiple phone calls. Gateway staff and the district will then determine next steps.
6. Once the parent participates in the orientation meeting, student begins school on the following day. Student will attend Transition Class during their first week of school. Special education services will be provided during this time.

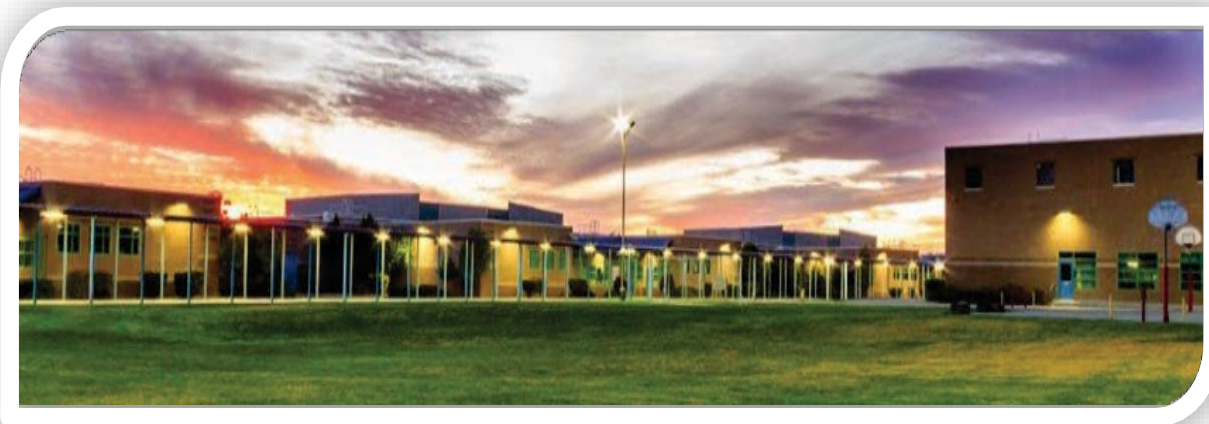


### For Special Education Students: Referral Process Provisions

In addition to steps above, home districts shall follow these provisions outlined below when referring a special education student to Gateway Community Schools. These provisions allow for the due process rights of the student and family, as well as ensures that the expelled student is placed in an appropriate environment that can meet the educational needs of the student per their IEP.

- **Referral Form: Additional Information Required**
  - The most current IEP. If at the most recent triennial review new assessment was not administered, attach copy of Triennial Review Worksheet/letter and Summary of Review.
  - The most recent Psychoeducational Assessment reports. If applicable, the Manifestation Determination Review Worksheet.
  - The Behavioral Analysis Review Worksheet (BARW) or a Functional Behavior Assessment (FBA) should be completed for students exhibiting primarily externalizing behaviors with a resulting Comprehensive Behavior Intervention Plan (CBIP) or Positive Behavior Intervention Plan (PBIP).
  - For students with primarily internalizing symptoms, a completed BARW, a CBIP or PBIP could be included as a result of the worksheet.
  - For students with social-emotional needs, social-emotional goal(s) as necessary. Other psychological, medical and educational and behavioral records, including all standardized required Statewide assessments (CAASPP and ELPAC)
  - A summary of any district interventions that have been tried and why they were not successful.
  - The name, phone and e-mail of the district's designated special education contact person.
- **Transition IEP Meeting**
  - Once the student's referral has been reviewed and deemed appropriate by Gateway's special education team and school administration, Gateway staff contacts the student's home district to arrange an IEP meeting to discuss school placement and services.
  - Gateway staff must be in attendance at the student's Transition IEP.
  - If the student's IEP stipulates services or materials not available on the Gateway campus, it shall be the responsibility of the referring district to provide and or fund the identified services and materials (e.g., Special Circumstances Education Services (SCES), Level 1 transportation).
  - IEP Placement meeting will be held to discuss service and programs. When developing the IEP for new placement, include the Worksheet for Specialized Out of District Program for non-expelled referrals. District of Service will be changed in SIRAS.
- **Initial/Annual/Triennial Evaluations**
  - Any Student Study Team (SST) recommended, or parent requested special education initial assessment should be completed with final determination as to whether the student is eligible for services *prior* to the student being referred to Gateway.
  - If a triennial evaluation is due within 90 days of the student enrollment in Gateway, the referring district is responsible for completing the assessment.
  - If a triennial evaluation is due beyond 90 days of the student enrollment in Gateway, VCOE is responsible for completing the assessment.
  - For annual IEPs due within 30 days of entering Gateway or returning to district, every effort will be made to hold the annual IEPs within the timeline.





### **Providence Court School**

#### **School for Incarcerated Youth in Ventura County**

##### ***Releases***

- Gateway Community School students who are released from Providence Court School will be directed by the Providence transition/induction specialist to expeditiously re-enroll in Gateway Community School.
- Upon release, students who attend Providence Court School will return to their home school/district of residence. The transition/induction specialist will ensure that a smooth transition takes place. The transition/induction specialist will communicate with the home school/district of residence, parent/guardian, and the student regarding the re-enrollment protocol.
- Per [Education Code 48645.5](#), A pupil shall not be denied enrollment or readmission to a public school solely on the basis that they have had contact with the juvenile justice system, including, but not limited to: (1) arrest; (2) adjudication by a juvenile court; (3) formal or informal supervision by a probation officer; or (4) detention for any length of time in a juvenile facility or enrollment in a juvenile court school.

##### **Special Education Services at Providence Court School**

- All designated special education students receive special services per their Individualized Education Program (IEP). Providence Court School staff reviews the IEP for all special education students and ensures that they receive the required services.
- The Case Manager from the home school will remain the Case Manager during the period of detention. If the student is adjudicated and receives a commitment for a term of three months or longer, the Providence staff will assume Case Manager duties at that time.

## Gateway Community School: Appeal Process

### *Appeal Process*

1. The district of residence shall have the option to challenge the denial of enrollment.
2. Within five days of the denial of enrollment the district of residence shall request a review meeting with the Ventura County Office of Education Student Services Division administration. If the meeting between the representative of the referring district and the Student Services administration does not end in consensus, the referring school district shall have the right to appeal to the Ventura County Office of Education administration.
3. The referring school district representative and the representative of Gateway shall meet with the Ventura County Office of Education to resolve the dispute.
4. The Gateway representative shall present documentation and a rationale as to why Gateway is not the appropriate educational placement option for the student and the referring district shall have the opportunity to present evidence as to why Gateway is the appropriate placement.
5. The Ventura County Superintendent of Schools or Designee shall hear all relevant evidence and render a final decision within seven calendar days.

## Gateway Community School: Return to District Process

District will be provided with a 30-day notice (unless it is an emergency situation) by Gateway staff if student is being considered for return to district for expelled students or non-expelled students.

### *Expelled Students* [Education Code 48916](#)

1. The student has met the terms of the expulsion and rehabilitation plan.
2. A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and in an effort to identify additional services which will serve the student's academic and behavioral needs.

### *Non-Expelled Students: Involuntary Transfer Students* [Education Code 1981\(b\)\(c\)](#)

1. The student has completed middle school and is transitioning to high school.
2. The student has completed a semester following the semester when the acts leading to the referral occurred.
3. A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and in an effort to identify additional services which will serve the student's academic and behavioral needs.
4. The student has committed an expellable offense while enrolled at Gateway.

*Non-Expelled Students: Voluntary Referrals* Education Code 1981(d)(2)

1. A parent, guardian, or responsible adult of a pupil enrolled in a county community school pursuant to this subdivision may rescind the request for the placement, and the pupil shall be immediately re-enrolled in the school that the pupil attended at the time of the referral, or, with the consent of the parent, guardian, or responsible adult, another appropriate school.

**Special Education Students: Return to District**

- When considering returning a Special Education student to district, Gateway and district of residence will agree on an appropriate date and time to convene an IEP meeting. Special education students may be returned to the district of residence if determined by the IEP team for the following examples:
  - *Expelled Students:*
    - The expelled student has committed an expellable offense while enrolled at Gateway (*Education Code 48915(c)*). Manifest Determination meeting will be scheduled through the student's district of residence. District of residence will continue with the expulsion procedures/process if IEP team is in agreement.
    - A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and in an effort to identify additional services which will serve the student's academic and behavioral needs.
    - Expelled student has attended Gateway one semester past return to district date and is not showing sufficient progress towards the rehabilitation plan. An IEP meeting will be held with home district to discuss matter and facilitate return of student. Student will only be returned to district at start of semester if IEP team is in agreement.
  - *Involuntary Transfer Students:*
    - The student has completed middle school and is transitioning to high school. IEP meeting will be held to discuss progress and possible placement recommendations.
    - The student has completed a full semester at Gateway and is being recommended for possible return to district by Gateway team. This recommendation may be made if the student has passed all classes with a C or above *and* behavior or attendance issues have been decreased by at least 50%. IEP meeting will be scheduled to discuss recommendations.
    - The student's educational needs as defined in the IEP are not being met. IEP meeting will be scheduled to discuss areas of need.
    - The student has exhibited severe behavioral or attendance issues and Gateway interventions are not working. IEP meeting will be scheduled to discuss areas of concern.

## Appendix I: Previous Triennial Updates

### **Eighth Triennial Update- June 2021**

The current Triennial Update includes a description of the learning continuity that Gateway Community School students have received during the COVID-19 pandemic. This update also addresses behavior intervention practices, at the site and district levels and options used to: (a) minimize the number of suspensions leading to expulsions; (b) minimize the number of expulsions ordered; and (c) support students returning to their district after their expulsion has ended. Also, a specific section was added for explanations as to how countywide practices address the disproportionate number of minority students suspended or expelled in Ventura County.

### **Seventh Triennial Update - June 2018**

During the Fall of 2017, VCOE, local school districts and community stakeholders began the process of formulating the first major revision the plan to serve expelled students in many years. Past revision cycles incorporated minor language changes and updated practices in isolated areas. Revisions of the seventh triennial update were driven by major changes to the law as well as emerging best practices for working with expelled students.

### **Sixth Triennial Update – June 2015**

Representatives from all twenty local school districts in Ventura County participated in the development of the triennial update. The newly formed Ventura County Student Services Collaborative met on February 11, 2015 and March 11, 2015 to revise and update the plan. Updates and revisions were made to the plan regarding the commitment of county school districts to utilize the Ventura County Office of Education Community School for placement of expelled youth as opposed to creating district operated community days schools.

A listing of all educational options currently available to expelled youth in Ventura County is contained in the new plan. District superintendents submitted a signed and dated update to the county plan that indicated either:

1. The program would continue as it has been, or
2. There would be changes to the plan (see enclosed updated forms)

The approval of the Ventura County Board of Education and submission of the plan to the superintendent of Public Instruction prior to June 30, 2015 shall satisfy requirements associated with the “county plans for provision of educational services to expelled students.” In addition, this plan shall be distributed to each district superintendent in Ventura County and uploaded into the VCOE website.

### **Fifth Triennial Update – June 2012**

Gateway Community School operates from one central campus located at the Camarillo Airport. Gateway recently restructured to include the following programs: Transition, Independent Studies, Recovery Classroom, and middle School. Special Education programs and specific support for English Language Learners are available at Gateway. Gateway students also have access to Career Technical Education through the VCOE Career Education Center.

### **Fourth Triennial Update – June 2009**

Gateway Community School Moved into one central campus located at the Camarillo Airport. All previously operated satellite sites were merged into the main Camarillo campus to offer a full range of services at one location. Gateway launched a program called Recovery Classroom to serve chemically dependent incarcerated minors willing to work on their recovery and educational goals.

Additional changes contained in the 2009 Triennial County Plan included the Oxnard Union High School District ceasing operations of Pacific View Community Day School in the summer of 2007. Ventura Unified School District established the Ventura Unified Community Day School in November of 2006. The Rio School District opening the Rio Community Day School in September 2008 to serve grades 6-8.

### **Third Triennial Update - June 2006**

Due to NCLB teacher certification and high school graduation requirements, plus the desire to provide a more comprehensive educational program, VCOE closed existing community school satellite sites. Pre the 2006 Plan, VCOE operated two clustered campuses, located in Camarillo and Ventura.

Gateway Community School staff members have further refined the referral process guidelines to Gateway (COE-operated community schools). The referral process guidelines are contained in this document. In addition, the Ventura County SELPA, Ventura County Office of Education, and local school districts collaborated on the development of a referral process for special education students to attend Gateway. This referral process was approved by the Superintendents' Policy Council on January 6, 2006.

Services to expelled students remain unchanged from the 2003 Plan to the 2006 Plan for all other local school districts in Ventura County.

### **Second Triennial Update – June 2003**

Four local school districts (Fillmore, Oak Park, Ocean View, and Santa Paula Elementary) submitted revised sub-plans. In addition, VCOE established four more county community school extension sites since the first Triennial update. County community school extension sites were established in the following three cities; Oxnard, Simi Valley, and Santa Paula. The expanded county community school services in Santa Paula included an additional extension campus and a mobile unit.

In 2003 the Ventura County Board of Education and VCOE took action to adopt "Providence School," as the name of the educational facility to be housed in the new Justice Steven Z. Perren Juvenile Justice Complex. Providence School opened in March of 2004. The new Providence School encompasses the three former VCOE juvenile court schools: Marguerite McBride School, Frank A Colston School, and Work Education Restitution Competency (WERC). McBride and Colston Schools had been located in Ventura and WERC was located in Camarillo at the Camarillo Airport.

### **First Triennial Update – June 2000**

Two local districts, Oxnard Union High School and Santa Paula Elementary School District, established community day schools to expand their menu of services to expelled students. (The Santa Paula Elementary Community Day School was later closed due to financial reasons). The superintendents from

the remaining local school districts indicated that their plan had remained unchanged since the original adoption of the county plan in 1997. The Ventura County Office of Education (VCOE) established three additional county community school extension sites. New Community school extension sites were established in Ojai, Santa Paula, and West Ventura. Juvenile Restitution Program (JRP), a VCOE operated juvenile court school was relocated to a larger facility at the Camarillo Airport in order to better serve a greater number of minors (the JRP was later renamed to WERC). In addition, VCOE established a community school to serve expelled students in grades K-6. However, operation of this program was discontinued June 1999 due to lack of participation and insufficient ADA.



## Appendix II: Board Approval Record

	1 <sup>st</sup> Plan	1 <sup>st</sup> Triennial	2 <sup>nd</sup> Triennial	3 <sup>rd</sup> Triennial	4 <sup>th</sup> Triennial	5 <sup>th</sup> Triennial	6 <sup>th</sup> Triennial	7 <sup>th</sup> Triennial	8 <sup>th</sup> Triennial
	1997	2000	2003	2006	2009	2012	2015	2018	2021
<b>Briggs Elementary</b>	Feb. 13	Apr. 6	Mar. 21	Apr. 10	Mar. 9	Mar. 13	Apr 22	May 9	May 12
<b>Conejo Unified</b>	Mar. 20	Apr. 18	Apr. 10	May 9	Mar. 16	Mar. 26	May 5		June 15
<b>Fillmore Unified</b>	Mar. 18	Apr. 11	May 6	Apr. 11	Apr. 21	Apr. 30	May 19	Jun. 19	May 18
<b>Hueneme Elementary</b>	May 27	Apr. 24	Apr. 22	Apr. 6	Apr. 27	Feb. 24	Apr. 24	Jun. 25	June 14
<b>Mesa Union</b>	Feb. 18	Apr. 5	Apr. 2	Apr. 17	Mar. 4	May 1	May 19		June 15
<b>Moorpark Unified</b>	Apr. 8	Apr. 6	Mar. 28	Apr. 7	Mar. 5	Mar. 5	May 19	May 22	May 11
<b>Mupu Elementary</b>	Mar. 13	Apr. 5	Mar. 31	Apr. 11	Mar. 9	Feb. 24	Apr. 16	May 16	June 16
<b>Oak Park Unified</b>	Mar. 18	Apr. 12	May 20	Apr. 7	May 1	Mar. 1	Apr. 15	May 17	June 8
<b>Ocean View</b>	Mar. 11	Apr. 13	Jun. 10	Apr. 7	Mar. 10	Feb. 24	May 12	May 8	June 8
<b>Ojai Unified</b>	Feb. 18	Apr. 6	May 8	Jun. 26	May 6	Feb. 24	May 5	Jun. 5	June 2
<b>Oxnard Elementary</b>	May 21	Apr. 10	May 27	Apr. 10	May 20	Apr. 30	May 20	Jun. 20	June 23
<b>Oxnard Union High</b>	Mar. 26	May 24	May 7	Apr. 10	May 13	May 9	May 27	April 25	May 12
<b>Pleasant Valley</b>	Apr. 3	May 5	Apr. 28	Apr. 7	Apr. 7	Feb. 24	Apr. 16	May 17	June 3
<b>Rio Elementary</b>	Mar. 27	Apr. 6	Apr. 2	Apr. 7	Jun. 4	Apr. 26	Apr. 15	May 16	May 19
<b>Santa Clara Elementary</b>	Mar. 19	Apr. 27	May 2	May 5	Mar. 4	Mar. 23	Apr. 22	May 16	May 19
<b>Santa Paula Elementary</b>	Mar. 25	Apr. 10	May 8	Apr. 13	Apr. 29	Mar. 28	N/A	N/A	N/A
<b>Santa Paula Union High</b>	Jan. 15	Apr. 7	Mar. 24	Apr. 20	Apr. 13	Mar. 23	N/A	N/A	N/A
<b>Santa Paula Unified</b>	N/A	N/A	N/A	N/A	N/A	N/A	May 6		June 9
<b>Simi Valley Unified</b>	May 6	Apr. 12	Apr. 2	Apr. 20	May 29	Mar. 26	May 12	Jun. 26	May 18
<b>Somis Union</b>	Jan. 22	Apr. 7	May 5	Apr. 7	Mar. 4	Mar. 22	Apr. 14		June 8
<b>VCOE</b>	May 27	Jun. 13	Jun. 23	Jun. 28	Jun. 22	Mar. 29	May 26	Jun. 25	May 24
<b>Ventura Unified</b>	Mar 25	Apr. 10	Mar. 24	Apr. 20	Jun. 23	Apr. 5	May 15	May 22	May 25



## Appendix III: Charter Schools Operated in Ventura County

School	Grades	Description	Address	Phone	Website
<b>ACE Charter HS</b>	9-12	Classroom-based	570 Airport Way Camarillo, CA 93010	805-437-1410	<a href="http://www.acecharterhigh.org">www.acecharterhigh.org</a>
<b>Bridges Charter</b>	K-8	Classroom-based, independent study component	1335 Calle Bouganvilla Thousand Oaks, CA 91360	805-492-3569	<a href="http://www.bridgescharter.org">www.bridgescharter.org</a>
<b>California Virtual Academies</b>	K-12	Home School / independent study	50 Moreland Rd. Simi Valley, CA 93065	805-581-0202	<a href="http://cava.k12.com">cava.k12.com</a>
<b>Camarillo Academy for Progressive Education</b>	K-8	Classroom-based	777 Aileen Street Camarillo, CA 93010	805-384-1415	<a href="http://www.camarillocharter.org">www.camarillocharter.org</a>
<b>Compass Charter</b>	TK-12	Independent study	850 Hampshire Rd, Ste. P. Thousand Oaks, CA 91361	855-937-4227	<a href="http://www.compasscharters.org">www.compasscharters.org</a>
<b>Golden Valley Charter</b>	TK-12	Home School / independent study	2421 Portola Rd, Suite C Ventura, CA 93003	805-642-3435	<a href="http://www.goldenvcs.org">www.goldenvcs.org</a>
<b>Ivy Tech Charter</b>	7-12	Home School / independent study	6591 Collins Dr, Suite E-4 Moorpark, CA 93021	805-222-5188	<a href="http://www.ivytechcs.org">www.ivytechcs.org</a>
<b>MATES Charter</b>	K-5	Classroom-based	2000 La Granada Drive Thousand Oaks, CA 91362	805-495-7037	<a href="http://www.matescharter.org">www.matescharter.org</a>
<b>Opportun- ities for Learning</b>	7-12	Independent study	2585 Cochran Street Simi Valley, CA 93065	805-577-6808	<a href="http://www.emsofl.com">www.emsofl.com</a>
<b>Options for Youth</b>	7-12	Classroom-based, independent study component	1731 E. Ventura Blvd. Oxnard, CA 93036	888-389-9992	<a href="http://www.ofy.org">www.ofy.org</a>
<b>River Oaks Charter</b>	TK-12	Independent study	920 Hampshire Rd, Ste X Westlake Village, CA 91360	805-777-7999	<a href="http://www.riveroakscharter.com">www.riveroakscharter.com</a>
<b>Valley Oaks</b>	K-12	Home School / independent study	907 El Centro Street Ojai, CA 93023	805-640-4421	<a href="http://www.valleyoakcharter.org">www.valleyoakcharter.org</a>
<b>Ventura Charter</b>	K-8	Classroom-based, independent study component	2060 Cameron Street Ventura, CA 93002	805-648-5503	<a href="http://www.venturacharterschool.org">www.venturacharterschool.org</a>
<b>Vista Real Charter</b>	9-12	Independent study	401 S. A Street, Suite 3 Oxnard, CA 93030	805-486-5449	<a href="http://www.vrchs.org">www.vrchs.org</a>
<b>University Prep Charter at CSUCI</b>	K-8	Classroom-based	500 Temple Ave Camarillo, CA 93010	805-482-4608	<a href="http://universitychartschools.csuci.edu">universitychartschools.csuci.edu</a>



## Appendix IV:

### MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND VENTURA COUNTY PROBATION DEPARTMENT RELATING TO A STUDENT TRANSITION PLANNING POLICY

#### RECITALS

**R1.** The U.S. Department of Education (“US DOE”) and U.S. Department of Justice (“US DOJ”)

published “Guiding Principles for Providing High-Quality Education in Juvenile Justice Secure Care Settings” (“Guiding Principles”) in 2014. The publication includes the following:

The Guiding Principles include the following:

I. A safe, healthy facility-wide climate that prioritizes education, provides the conditions for learning, and encourages the necessary behavioral and social support services that address the individual needs of all youths, including those with disabilities and English learners.

II. Necessary funding to support educational opportunities for all youths within long-term secure care facilities, including those with disabilities and English learners, comparable to opportunities for peers who are not system-involved.

III. Recruitment, employment, and retention of qualified education staff with skills relevant in juvenile justice settings who can positively impact long-term student outcomes through demonstrated abilities to create and sustain effective teaching and learning environments.

IV. Rigorous and relevant curricula aligned with state academic and career and technical education standards that utilize instructional methods, tools, materials, and practices that promote college-and career-readiness.

V. Formal processes and procedures – through statutes, memoranda of understanding, and practices – that ensures successful navigation across child-serving systems and smooth reentry intocommunities.

**R2.** California Assembly Bill 2276 (“AB 2276”) amended certain sections of the Education Code and generally requires that a pupil who has had contact with the juvenile justice system be immediately enrolled in a public school and that county offices of education and county probation departments have a “joint transition planning policy” that includes collaboration with relevant local educational agencies relating to pupils who are being released from juvenile court schools.

(Legislative Counsel’s Digest)

**R3.** California Senate Bill 1111 amended and added certain sections of the Education Code relating to “county community schools” (Ch. 6.5, Part 2 of Division 1 of the Education Code).

**R4.** The Ventura County Office of Education (“VCOE”), in collaboration with the Ventura County Probation Department (“Probation”), and in consultation with all forty-two school districts in Ventura County, are committed to ensuring every student involved in the juvenile justice system retains access to the highest quality, personalized instructional support and service in preparation for college, career, and citizenship.

**R5.** This joint Student Transition Planning Policy specifically addresses Guiding Principle Five (V) above and is intended to ensure full compliance with AB 2276 (California Education Code Sections 48645.5, 48647, 48648, and 49069.5) and SB 1111, and as permitted by Welfare & Institutions Code section 827.

## **AGREEMENT**

### **1. VCOE**

VCOE agrees to:

- 1.1 Provide select Probation staff and administrators with necessary access to the Juvenile Community and Court Schools (JCCS) Student Information System.
- 1.2 Identify JCCS staff responsible for student/parent transition support for each of the court and community school programs operated by the Ventura County Office of Education (VCOE).
- 1.3 Provide relevant academic information to Probation Officers to ensure they have necessary information to support the return of pupils transitioning from juvenile court schools to public schools in their communities.
- 1.4 Maintain list of school district contacts responsible for facilitating student enrollment and placement upon release from court school.
- 1.5 Provide list of school district contacts to VC Probation, Juvenile Court Judges, Public Defender's Office, and District Attorney's Office.
- 1.6 Provide annual and ongoing training to Local Educations Agencies and relevant stakeholders of the Juvenile Justice System to include: Juvenile Court Judges, the District Attorney's Office, the Public Defenders' Office, and County Probation. The goal of such training will be to increase awareness, foster collaboration and maximize compliance with AB 2276.
- 1.7 Provide information and support to parents of students enrolled in the juvenile court schools to advise them of their rights regarding re-enrollment in public schools prior to and upon release from a court school.
- 1.8 Upon the minor's release from custody and checking out of the VCOE Court School, the VCOE Transition Liaison will actively seek out and receive confirmation from the School District of minor's enrollment or county community school as applicable. If not enrolled, the VCOE Transition Liaison will contact the Probation Officer who will provide follow up with minor, parent, school of enrollment and VCOE Transition Liaison.

### **2. Probation**

Probation agrees as follows:

- 2.1 To identify Probation staff at each court and community school facility responsible for communicating student releases to VCOE staff.
- 2.2 NO less than weekly, provide to identified School Transition Liaisons a spreadsheet that includes each youth's name, date of birth ("DOB"), court dates that could potentially lead to release and if available, anticipated release dates. School Transition Liaisons are assigned the detention facility/court school and community school and will assist the Case Manager Probation Officer with educational planning and transition of youth into their community school or comprehensive school setting as appropriate.
- 2.3 All Booking staff will collect updated contact information from parents on all admissions and releases

and will provide this information the JCCS staff and the case manager Probation Officer.

2.4 Prior to the release of a youth, VC Probation and VCOE staff will collaborate to complete an initial Educational Placement Plan. The Educational Plan will be created to ensure the immediate return to/enrollment of a youth to a specific school upon release from a custodial setting. This plan will address the educational case plan early in the supervision process and engage the parent and the youth in an early stage to determine educational needs and appropriate educational placement upon release into the community.

2.5 Upon the minor's release from custody and checking out of the VCOE Court School, if the VCOE transition verifies to case manager probation officer that the student is not enrolled, the Probation Officer will provide follow up with minor, parent, school of enrollment and VCOE Transition Liaison.

2.6 Probation Officer will collaborate with the school district and site personnel to provide support to ensure the minor's educational needs are being met.

2.7 Probation Officer will contact the District's Foster Care Liaison to address any problematic issues and ensure the transitional plan is being implemented.

### **3.0 Period of Agreement - Inception and Termination Dates**

This Agreement is effective from July 1, 2021 through June 30, 2024.

### **4.0 Compensation/Costs and Payment Schedule**

There is no compensation involved in the performance of this operational agreement between the County and VCOE.

### **5.0 Defense and Indemnity**

#### **5.1 Claims Arising from Sole Acts or Omissions of County**

The County hereby agrees to defend and indemnify the VCOE, its agents, officers and employees (hereinafter collectively referred to in this paragraph as VCOE), from any claim, action or proceeding against VCOE, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, State may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. VCOE shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

#### **5.2 Claims Arising from Sole Acts or Omissions of VCOE**

VCOE hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of VCOE in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve State of any obligation imposed by this Agreement. County shall notify VCOE promptly of any claim, action or proceeding and cooperate fully in the defense.

### **5.3 Claims Arising from Concurrent Acts or Omissions**

County hereby agrees to defend itself, and VCOE hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and VCOE. In such cases, County and VCOE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.5 below.

### **5.4 Joint Defense**

Notwithstanding paragraph 5.3 above, in cases where County and VCOE agree in writing to a joint defense, County and VCOE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of VCOE and County. Joint defense counsel shall be selected by mutual agreement of County and VCOE. County and VCOE agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5.5 below. County and VCOE further agree that neither party may bind the other to a settlement agreement without the written consent of both County and VCOE.

### **5.5 Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and State may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

### **6.0 Renewal Terms**

After the initial term of Agreement, the parties will review annually and amended, as needed by mutual consent of both parties.

### **7.0 Confidentiality of Services or Work**

Both parties will adhere to Welfare & Institutions Code section 827 and all other applicable laws or regulations regarding juvenile confidentiality to ensure confidentiality of students' names and academic records.

### **8.0 Contractor & County Contact Persons' Names & Addresses**

#### **County of Ventura**

Mark Varela, Chief Probation Officer  
800 S Victoria Ave, Ventura, CA 93009  
805-654-2106

#### **Other Party**

Dr., César Morales, Ventura County Superintendent of Schools  
5189 Verdugo Way, Camarillo, CA 93012  
805-383-1902

### **10. Termination**

This Agreement may be terminated by either party with a thirty (30) day written notice.

**11. Final Approval**

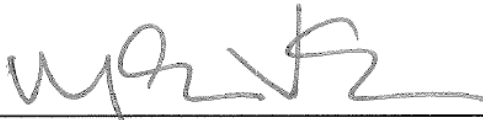
This Agreement is of no force or effect until approved by signature by the County Office of Education or his designee, the Deputy Superintendent of Fiscal and Administrative Services.

**12. Entire Agreement**

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

VENTURA COUNTY PROBATION

  
By (Authorized Signature)

Mark Varela

Chief Probation Officer

Title

4/30/2021  
Date

VENTURA COUNTY SUPERINTENDENT OF SCHOOLS

  
By (Authorized Signature)

Dr. César Morales

Ventura County Superintendent of Schools

Title

4/27/21  
Date

## Appendix V: Parental Rights and Responsibilities

1. **Parental Rights and Responsibilities for Gateway Community School - [VCOE Annual Notice](#)**
2. **General Provisions for Parental Involvement - Education Code 51101**
3. **Pupil Rights and Responsibilities - Education Code 48918**
  - a. Details the rights and responsibilities of students and the parent/guardian in the expulsion process.
  - b. Foster/Homeless pupil rights and responsibilities - **Education Code 48918.1**

#### 4. **Parent/Guardian Request for Waiver of Administrative Hearing**

Under the California Education Code, all students recommended for expulsion are entitled to an impartial hearing. The timeline of steps taken to consider a recommendation for expulsion are also governed by the Education Code. The California School District respects and complies with the timeline and fact-finding requirements prescribed in the California Education Code.

In certain expulsion cases, students and their parents/guardians wish to expedite the expulsion process by waiving their right to the expulsion hearing and the timeline governing the expulsion process. When parents/guardians make such a request, an alternative process that eliminates the need for an expulsion hearing and expedites the timeline may be used. The advantages of this process include:

- Expedited placement of the student in an alternative educational program.
- Elimination of the need for the student and parent/guardian to appear before an administrative hearing panel to review the incident that led to the expulsion recommendation.

A request to waive an administrative hearing and timeline requirements can be considered when:

- The student and parent/guardian do not dispute the charges which led to the recommendation for expulsion.
- The student acknowledges responsibility for his/her behavior.

A request to waive the expulsion hearing will be approved when it is determined that the alternative process is in the best interest of the student and district.

A "Request for Waiver of Administrative Hearing" form must be completed, signed, and submitted to the appropriate administrator for the parent/guardian to initiate this process, If a request for a stipulated expulsion is approved by the administrator, it will be submitted to the Local School District Board of Trustees. The parents/guardians make a knowing and voluntary waiver of their right to have an expulsion hearing and therefore:

- Waive the right to all notices and timelines required by statute, rule or regulations;
- Waive the right to be represented by legal counsel at such expulsion hearing;
- Waive the right to inspect and obtain copies of documents which would have been used at the hearing;
- Waive the right to confront and question all witnesses who would have testified at the hearing;
- Waive the right to question all written evidence presented, and;
- Waive the right to present oral and documentary evidence on the student's behalf including witnesses.

## Appendix VI: Model Rehabilitation Plan Provided to Expelled Student Pursuant to Education Code 48916

Name: Student Name Grade: 10  
 School: Maple High School  
 Expulsion Recommendation per Education Code: 48915 (b)  
 Stipulated: Contested X  
 Date of Administrative Hearing: May 10, 2021  
 Board Approval Date: June 1, 2021

### Background

California Education Code 48916 requires the governing board to recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

In addition, the governing board is required to adopt rules and regulations establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, the governing board shall readmit the pupil, unless the governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school district. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.

If the governing board denies the readmission of an expelled pupil, it must make a determination either to continue the placement of the pupil in the alternative educational program initially selected for the pupil during the period of the expulsion order or to place the pupil in another program that may include, but need not be limited to, serving expelled pupils, including placement in a county community school.

The governing board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil readmittance into the regular school district program. The written notice shall also include the determination of the educational program for the expelled pupil as described above. The expelled pupil shall enroll in that educational program unless the parent or guardian of the pupil elects to enroll the pupil in another school program. ([Education Code 48915.1](#))

It is recognized that rehabilitation plans developed in compliance with these legal requirements, should be designed to promote the academic and social-emotional growth of the expelled student. Goals should:



1. Be tailored to each individual student's needs and strengths;
2. Be specifically related to the reasons for a student's expulsion and/or designed to directly support student success;
3. Be written in a comprehensible manner to families and translated to their preferred language;
4. Be attainable and provide motivation to the student and not present undue barriers to return to district; and,
5. Be monitored for progress by the District of Residence and Gateway Community School.

Now, therefore, the governing board of the **ABC School District** hereby lays out the following rehabilitation plan, which will include requirements for #1 and #2, as well as any and all pertinent requirements #3 through #8.

**1. Student is hereby assigned to attend: Gateway Community School**

Required: Typically, the referral will be Gateway unless the expulsion order is suspended and the governing board places student at another district school site.

**2. Date of Readmission Hearing: January 25, 2022**

Required: Per Education Code 48916 must be included in the plan.

**3. Academic:**

Recommended: Consider the student's current performance and set a target that shows growth but is still attainable. Goal may include a targeted grade point average (2.0 for example) and/or a limited number of failing grades (no more than 1 F, for example), or an amount of earned academic credits per semester or year for what would be expected if a student were progressing normally towards high school graduation (30 credits per semester or 60 credits per year, for example).

**4. Attendance:**

Recommended: Consider the student's current attendance pattern and set a target that shows growth but is still attainable. Goal may include a targeted percentage (80%, for example) and/or a limited number of unexcused absences (no more than 5 unexcused absences, for example) or a percent of increased attendance for students with a history of very low attendance (20% increase for a student with 50% regular attendance on the year, for example). When using limited numbers of unexcused absences, districts should consider the length of the term of expulsion.

**5. Behavioral Goals and Supports:**

Recommended: Consider the student's current discipline/behavior record and set a target that shows growth but is still attainable. It is also common to limit the numbers of suspensions and specify offenses (no more than 1 suspension for fighting, drugs, or the possession of a weapon, for example).

**6. Social-Emotional Services & Supports:**

Recommended: Consider the student's current social-emotional needs related to the expellable offense and design a plan tailored to the student's needs that allows the student to show progress but is still attainable. Goal may include a target number of counseling sessions (completion of at least 10 counseling sessions designed to address impulsivity or anger management, and no more than 1 conduct referral for a specific behavior, for example). When requiring particular kinds of counseling, please be sure to incorporate the services provided at Gateway. However, if a district wishes to require students to complete services that are not provided by Gateway, the district will support the requirement.

**7. Substance Abuse Services and Supports:**

Recommended: Consider the student's current substance abuse record related to the expellable offense and design a plan tailored to the student's needs that allows the student to show progress but is still attainable. Goal may include a target number of counseling sessions (completion of at least 10 counseling sessions designed to address substance abuse triggers and patterns, for example). When requiring particular kinds of counseling, please be sure to incorporate the services provided at Gateway. However, if a district wishes to require students to complete services that are not provided by Gateway, the district will support the requirement.

**8. Other****a. Restorative Action:**

Consider the student's expellable offense and design a plan tailored to the needs of the student, the community, and/or those harmed. Goal may include a letter of apology, a restorative meeting with the student and staff involved, or a community service project. This goal should be developed on a case-by-case basis and should be attainable and provide motivation to the student and not present undue barriers to return to district.

**b. Community Service:**

When considering the potential benefit student may gain through community service and design a plan tailored to the student's needs that allows the student to show growth but is still attainable. Community service is not meant to be punitive but to be restorative in nature. Goal may include a target number of hours being careful to consider the length of time of the expulsion order (completion of at least 36 hours of community service for an average of two hours per week during a semester, for example). When requiring community service, please be sure to consider the locations available to the student and the availability of transportation. Age appropriateness and impact on the family should always be considered when selecting community service activities. For a list of recommended community service locations across Ventura County please go to the [VCOE Student Services Collaborative webpage](#).

**c. Parenting:**

When considering the potential benefit, a student may gain through the parent's or guardian's involvement and design a plan tailored to the student's and family's needs that allows the student and family to access important services but is still attainable. Parent classes or family counseling is not regularly offered at Gateway, and if recommended should be provided by the District. When recommending parent training such as the Parent Project, please be sure to consider the locations available to the family and the availability of transportation. Age appropriateness and impact on the family should always be considered when recommending family involvement. Per [EC 48917\(a\)](#), *a parent's refusal to participate in the rehabilitation program shall not be considered in the governing board's determination as to whether the pupil has satisfactorily completed the rehabilitation plan.*

**9. Evidence of Readiness for Readmission:**

The student will prepare and present a portfolio of evidence responding to these areas and others that may demonstrate the student's readiness to return to District. This may be presented to the governing board or district staff pursuant to board policy and/or district practice. The student will be assisted in this process by the staff and administration at Gateway. Student portfolios at Gateway will include documentation of all requirements set forth in the district's rehabilitation plan. In addition, a student letter requesting readmission, student selected work samples, career and interest inventories, as well as any student certificates and awards will be included in this portfolio.



## Appendix VII: Sample Documentation of Prior Interventions

School Records Review	Interventions Attempted	Placements Attempted
College and Readiness Plan (U-CCRP) CTE Pathway/Academy: Transcript/ A-G requirements Total credits earned:___ GPA ____ Current Grades School Attendance 2 <sup>nd</sup> semester Math requirement met Computer Literacy Met Standardized Test Scores: Math____English____Science____ ELPAC overall score:____Year:____ EL Program: EO IFEP RFEP Discipline reviewed Probation: 602 ward Employed Foster Youth McKinney-Vento AB 167, 216, 1806 qualified Migrant IEP SAI above 50% SAI below 50% Section plan 504 General Education with Accommodations: Describe or attach: _____ Other:	Parent Conference Administrative Referral(s) (attach) Alternative Means of Correction: _____ Behavior Contract: (attach) Counseling: Academic PBSP other:_____ Peer Assistance/Mediation Referral to School Psychologist Tutoring Credit Recovery:_____ Summer School Program Adjustment Reduced Day Attendance: Letter 1 Letter 2 Letter 3 SARB meeting: 1st 2nd 3rd SARB contract SST: #1st meeting date _____ #2nd meeting date _____ #3rd meeting date _____ Other:	Adult Education Charter School _____ Independent Studies Options Middle College HS Continuation High School Gateway/Community School High School Equivalency Program Home/Hospital Teaching Independent Study Short Term Other/Previous schools:

Student areas of strength	Student areas of growth

Recommendations/Goals/Action Plan

## Notes

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## Notes

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

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

### **Personnel Actions (Torres/Batista/Nair)**

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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 Action 06.23.2021 \(three pages\)](#)

**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**

Aparicio, Brenda	Speech Language Therapist	2021/2022 SY
Crilly-Larsen, Nicole	Speech Language Therapist	2021/2022 SY
Culver, Jillian	Moderate/ Severe SPED Teacher	2021/2022 SY
DeForest-Williams, Courtney	School Psychologist	2021/2022 SY
Aragon, Jessica	Substitute Teacher	2020/2021 SY
Burgos, Alexandra	Substitute Teacher	2020/2021 SY
Enriquez, Monica	Substitute Teacher	2020/2021 SY
Gonzales, Paulina	Substitute Teacher	2020/2021 SY
Orozco, Daniella	Substitute Teacher	2020/2021 SY
Prado, Yvette	Substitute Teacher	2020/2021 SY
Rodriguez, Laura	Substitute Teacher	2020/2021 SY

**Resignation**

Aminian, Keyon	Mild/Moderate SPED Teacher	June 17, 2021
Hirsh, Ivan	Mild/Moderate SPED Teacher	June 17, 2021



**New Hire**

Tapia, Luis	Campus Assistant, Position #9143 Driffil 2.5 hrs./180 days	05/17/2021
Martinez, Ana G.	Preschool Assistant, Position #2147 Sierra Linda 3.0 hrs./183 days	06/01/2021
Aranzazu, Rachelle	Paraeducator I, Position #7192 Rose Avenue 3.10 hrs./183 days	06/03/2021

**Limited Term/Substitute**

Beltran, Rocio	Child Nutrition Worker (substitute)	06/08/2021
Lopez, Darlene	Clerical (substitute)	05/25/2021
Barrera, Yissel	Campus Assistant (substitute)	05/17/2021
Merlo, Edna	Campus Assistant (substitute)	05/10/2021
Gonzalez Gamino, Antonio	Campus Assistant (substitute)	05/17/2021
Gonzalez Gamino, Antonio	Paraeducator (substitute)	05/24/2021
Solis, Alexis	Paraeducator (substitute)	05/19/2021
Lara, Alexis	Paraeducator (substitute)	05/25/2021

**Promotion**

Rodriguez Jr., David	Grounds Maintenance Specialist, Position #1036 Facilities 8.0 hrs./246 days Grounds Maintenance Worker I, Position #5843 Facilities 8.0 hrs./246 days	05/24/2021
Veronica, Phillip J.	Maintenance Worker II, Position #10184 Facilities 8.0 hrs./246 days Grounds Maintenance Worker I, Position #1335 Facilities 8.0 hrs./246 days	06/01/2021
Salas Contreras, Jose L.	Maintenance Worker II, Position #10185 Facilities 8.0 hrs./246 days Custodian, Position #1326 Facilities 8.0 hrs./246 days	06/02/2021

**Transfer**

Perez, Carolyn	Paraeducator III, Position #8560 Lopez 5.75 hrs./183 days Paraeducator III, Position #9778 Curren 5.75 hrs./183 days	06/01/2021
Ball, Jason	Technology Services Technician, Position #2266 Information Technology 8 hrs./246 days Technology Services Technician, Position #9939 Information Technology 8 hrs./221 days	06/03/2021

**Return from Leave of Absence**

Delgado, Gabriela	Paraeducator III, Position #1942 Curren 5.75 hrs./183 days	05/19/2021
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

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

### **Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

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#### **Establish**

an eight hour 210-day CNS Operations Specialist position number 10374 to be established in the Child Nutrition Services department. This position will be established to provide additional support.

a seven-hour 183-day Health Care Technician position number 10400 to be established in the Pupil Services department. This position will be established to provide additional support.

a seven-hour 183-day Health Care Technician position number 10401 to be established in the Pupil Services department. This position will be established to provide additional support.

an eight hour 246-day Grounds Maintenance Worker I position number 10402 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 246-day Grounds Maintenance Worker I position number 10403 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 246-day Grounds Maintenance Worker I position number 10404 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 246-day Grounds Maintenance Worker I position number 10405 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 246-day Grounds Maintenance Worker I position number 10406 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 246-day Grounds Maintenance Worker I position number 10407 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 221-day Technology Services Technician position number 10445 to be established in the Information Technology Services department. This position will be established to provide additional support.

an eight hour 221-day Technology Services Technician position number 10446 to be established in the Information Technology Services department. This position will be established to provide additional support.

#### **Abolish**

a five hour and forty-five minute 183-day Paraeducator II position number 1199 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 1428 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 2750 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 2935 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 2952 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 8609 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9199 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9249 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9286 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9302 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9361 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9562 to be abolished in the

Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9745 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9762 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9767 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9768 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9785 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9799 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9800 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9802 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 9845 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 6736 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 7927 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special

Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator II position number 10019 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 2117 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 2319 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 2396 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 2855 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 2882 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 6824 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 7241 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 8497 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

an eight hour 183-day Paraeducator III position number 9206 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 9215 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 9216 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a one hour 183-day Paraeducator III position number 9359 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a one hour and 15 minute 183-day Paraeducator III position number 9360 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 9712 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 9713 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 9714 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 9765 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five minute 183-day Paraeducator III position number 1962 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

an eight hour 183-day Paraeducator III position number 6373 to be abolished in the Special Education department. This position will be abolished based on the findings of a Special Education classified positions audit.

### **Increase in Hours**

a five hour and forty-five minute 183-day Paraeducator III position number 9711 to be increased to eight hours in the Special Education department. This position will be increased to provide additional support.

a five hour and forty-five minute 183-day Paraeducator III position number 2105 to be increased to eight hours in the Special Education department. This position will be increased to provide additional support.

**Decrease in Hours**

a six hour 183-day Paraeducator II position number 2403 to be reduced to five hours and forty-five minutes at Soria School. This position will be reduced based on the findings of a Special Education classified positions audit.

a six hour 183-day Paraeducator III position number 2401 to be reduced to five hours and forty-five minutes at Soria School. This position will be reduced based on the findings of a Special Education classified positions audit.

**FISCAL IMPACT:**

Cost for 1 CNS Operations Specialist: \$77,001.00 Child Nutrition Services Funds

Cost for 2 Health Care Technicians: \$128,026.00 General Funds (ESSRA funding)

Cost for 6 Grounds Maintenance Worker Is: \$440,436.00 General Funds (ESSRA funding)

Cost for 24 Paraeducator IIs: \$731,049.00 Special Education Funds

Cost for 19 Paraeducator IIIs: \$658,211 Special Education Funds

Cost for 2 Technology Services Technicians: \$199,356.00 General Funds (ESSRA funding)

**RECOMMENDATION:**

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



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

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

### **Approval of new classification and job duties for MEP Maintenance and Energy Programs Manager (Torres/Nair)**

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

The Director of Facilities has requested to create a new classification of MEP Maintenance and Energy Programs Manager which will be designated as a Management position. This classification is being created as part of the Facilities department reorganization and will replace a vacant management position of Facilities Project and Sustainability/Energy Manager.

The incumbent in this proposed classification will serve a role in two scopes: responsible for the Districts infrastructure as it relates to mechanical, electrical and plumbing and also oversee the Districts sustainability and energy management systems. This position will serve as an expert in the skilled trades and serve as the primary lead for all construction and modernization activities for the District.

The Personnel Commission took action on June 10, 2021 to approve the new classification of MEP Maintenance and Energy Programs Manager and allocate the classification to salary range \$99,429 – \$118,128 of the management salary schedule.

#### **FISCAL IMPACT:**

The classification of MEP Maintenance and Energy Programs Manager is allocated to salary range \$99,429 – \$118,128 of the Classified Management salary schedule.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of MEP Maintenance and Energy Programs Manager.

#### **ADDITIONAL MATERIALS:**

**Attached:** [MEP Maintenance and Energy Programs Manager 06.2021.pdf](#)



## **MEP MAINTENANCE AND ENERGY PROGRAMS MANAGER**

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

### **SUMMARY OF DUTIES**

Under administrative supervision and direction of the Director of Facilities, or designee, oversees all aspects of Mechanical, Electrical, and Plumbing (MEP) Maintenance, Sustainability, Conservation, and Energy Programs for the District; oversees construction, renovations, and modernization work activities; provides leadership, supervision, direction, and technical expertise to staff; ensures compliance with safety practices and procedures and all applicable laws and regulations; and performs a variety of other duties relative to assigned area of responsibility.

### **DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES**

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

The Director of Facilities is a single position classification with responsibility for the planning, organizing, coordinating, and directing of the District's facilities, construction, and modernization programs and has formal responsibility for all actions of the Facilities Department including maintenance and operations services. In accordance with policy direction and guidance from the Deputy Superintendent of Business and Fiscal Services, an incumbent is responsible for developing and implementing short and long range plans and strategies for meeting the District's goals and objectives for construction, modernization, and all other aspects of facilities, maintenance, and operations.

The MEP Maintenance and Energy Programs Manager is a single position classification with responsibility for overseeing and managing the District's MEP maintenance, construction projects, sustainability, and energy management programs to ensure District buildings MEP systems are maintained, constructed, and modernized in a manner which is efficient and safe in order to directly support student learning and achievement. The incumbent works directly with the Department of the State Architect and other agencies to ensure compliance with all applicable laws and requirements and develops, implements, and manages the District's sustainability and energy management and conservation programs to ensure efficient use of resources.

The Senior Manager of Maintenance & Operations is a single position classification which has District-wide responsibility for all aspects of maintenance and operations including the supervision of subordinate managers in the areas of grounds and custodial services and ensures completion of day to day and contracted maintenance and construction projects. The incumbent directly manages maintenance services for District including carpentry, electrical work, HVAC repair, locksmith work, painting, and plumbing and monitors other operational services in the areas of grounds and custodial services.

### **SUPERVISION RECEIVED AND EXERCISED**

- Receives supervision from the Director of Facilities;
- Provides technical and work direction to Facilities staff as needed;
- May provide supervision to assigned Facilities staff as directed.

### **ESSENTIAL DUTIES**

- Manage all Mechanical, Electrical, and Plumbing (MEP) Maintenance, Sustainability, Conservation, and Energy Programs for all construction and modernization activities for the District; reactive, planned, routine, preventative, predictive maintenance, installations, and demolition activities.
- Act as District liaison between architects, contractors, the City of Oxnard, and other AHJ.
- Use District computerized maintenance management systems (CMMS) to schedule, assign, prioritize, and monitor through completion of work orders; tracks backlogs; observes work in progress.
- Inspects field work for accuracy and quality; evaluate workmanship for consistency and demonstration of District acceptable performance standards and expectations.

- Monitor contractors' adherence to schedules, ensure work is performed according to specifications.
- Serve as staff administrator for all modernization and reconstruction of buildings and deferred maintenance projects; compiles and completes necessary forms, reports, and documents required for State and Federal funding programs.
- Draft reports and prepare documents for submittals to various state and local agencies, e.g., Division of the State Architect (DSA), City of Oxnard, OPSC, California Energy Commission, various utility companies, etc.; prepare a variety of other Facilities Department and District reports.
- Monitor project costs; review vendor invoices, contractor progress payment requests; prepares labor, material, and cost estimates.
- Prepare and issues price requests for District-initiated change orders desired during construction; determine when a change order is needed; assist in the processing and negotiation of the cost of change orders and disputes; review any proposed substitutions by contractor and monitors required submittals.
- Draft installation and construction specifications and construction contract documents; assist in the selection of design consultants; participate in value engineering sessions for construction projects.
- Prepare deferred maintenance project reports, budgets and plans.
- Develop, implement, and manage the District's energy and utility conservation programs to ensure efficient use of utilities and to maintain compliance with legal regulations and District policies; ensure operating efficiency and update programs and program guidelines as needed.
- Oversee and analyze the District's utility usage patterns, utility rate schedules, and the cost impact of inflation and rate increases; monitors utilities costs; verifies utility meter readings and billings.
- Evaluate engineering analyses and proposals from outside vendors and provide input related to energy management and the purchase of any products that affect energy consumption.
- Complete grant applications for financial assistance under state and federal conservation programs, including energy related rebate programs; maintain records of State and Federal conservation grants received by the District.
- Prepare and present reports to the Board of Trustees, County, City and District staff, and the public on project status and the District's sustainability and energy conservation program.
- Maintain communication with District personnel to provide information on conservation practices and measures.
- Develop SME contacts with federal and state agencies, monitor state and national energy policy trends.
- Manage the design, installation, programming, troubleshooting, maintenance, and repair of the District's energy maintenance systems (EMS) and building automation systems (BAS).
- Maintain all records and data related to assignments.

#### **Other Related Duties**

- Assist coordinating special events, programs, and facilities.
- Conduct and attend meetings, in-service trainings, presentations and serve as a resource to staff in the development of environmental studies and conservation curriculum.
- Participate in rotating on-call assignment 24/7 for security or emergency events.
- Assumes responsibilities of Senior Manager, Maintenance & Operations in the absence of the Senior Manager, Maintenance & Operations.
- Assumes responsibility for the operation of the Facilities Department in the absence of the Director of Facilities and the Senior Manager, Maintenance & Operations.
- Performs related duties and responsibilities as required.

#### **KNOWLEDGE, ABILITIES, AND TRAITS**

##### **Knowledge of:**

- Methods, materials, costs, tools, and equipment used in MEP maintenance & building construction;
- Operational characteristics, services, and activities of school district maintenance and operations;
- Preventative, reactionary, predictive, and deferred maintenance programs;
- Authority having jurisdiction (AHJ), California Public Contract Code, Public Works, and DSA guidelines;
- Good health and safety procedures and practices. (i.e., CAL/OSHA);

- Heating, ventilation, refrigeration, and air-conditioning systems;
- Electricity distribution systems and consumption of this resource;
- Sustainability best practices;
- Natural gas, and water distribution systems and consumption of this resource;
- Sources for obtaining MEP maintenance supplies and equipment;
- School facility funding and rebate programs;
- Correct English usage, grammar, spelling, punctuation, and vocabulary;
- Modern office practices, procedures, and equipment;
- Good public relations techniques.

**Ability to:**

- Provide leadership to the MEP maintenance staff;
- Apply your knowledge as applicable;
- Provide performance evaluations on a pre-determined schedule for assigned staff;
- Resolve public relations problems effectively;
- Read, develop, interpret, and prepare construction plans, documents, schedules, and specifications;
- Estimate labor and materials costs for projects;
- Operate common office equipment;
- Plan, schedule, and monitor the work of assigned personnel;
- Provide staff opportunities for additional education, being mentored, and career options;
- Understand, accurately interpret, then communicate to managers & employees applicable regulations;
- Analyze complex problems and develop efficient and effective solutions and alternatives;
- Maintain confidentiality of information obtained during the course of work;
- Understand and follow oral and written instructions;
- Prepare clear and concise reports;
- Establish and maintain effective working relationships;
- Interpret and analyze utility rate schedules, invoices, meters, and billing procedures;
- Exercise good judgment;
- Provide timely project cost analysis and life cycles;
- Work independently with limited supervision;
- Collect, analyze and interpret technical data and communicate effectively to non-technical individuals;
- Work effectively within established time schedules, with minimal direction, and under tight deadlines;
- Provide information and assistance to parents, public and staff in a helpful, courteous and timely manner;
- Plan work for self & staff to meet schedules & timelines in an environment of constantly changing priorities;
- Safely operate a motor vehicle;
- Observe legal and defensive driving practices;
- Communicate effectively, both orally and in writing;
- Follow good health and safety principles and practices.

**Traits:**

- Appreciates the differences among people;
- Diligently attends to details and quality;
- Easily adapts to situations and changes;
- Effectively manages one's own time, priorities, and resources and respects others time and priorities;
- Is punctual and follows through;
- Is trustworthy and responsible for his/her actions;
- Logically grasps and thinks through issues and problems;
- Puts safety first for self and others;
- Remains steady under pressure;
- Promotes goals and leads by example;
- Stays focused and has good work ethic;

- Strives to meet customers' needs;
- Works around obstacles and is self-starting.

**EMPLOYMENT STANDARDS**

**Education:** An Associate degree or equivalent from an accredited technical school or college with course work in any MEP trade such as HVAC, electrical, plumbing, etc. or the completion of an accredited MEP trade apprenticeship program.

Two additional years of experience beyond that required below may be substituted for the required education standard.

**Experience:** Five years of experience working in an institutional or other large facilities maintenance in MEP operations including experience operating an EMS program and facilities utilities usage and sustainability programs.

**Special:** Possession of a valid California driver's license.  
Possession of at least one of the following: Electrician, HVAC/R and/or plumber journeyman card or an equivalent license/certificate is desirable.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

**Physical Requirements:** Employees in this classification stand, walk, sit, stoop, bend, reach overhead, lift and carry up to 50 pounds without assistance, push, pull, use fingers, wrists, and hands repetitively, climb stairs and ladders as needed, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

**WORK ENVIRONMENT:** Employees in this classification work both inside and outside, at construction sites, with frequent interruptions, with changing priorities and short deadlines, in varying temperatures including extreme heat and cold, with potential exposure to heavy machinery, with irregular hours including nights and weekends, and drive an automobile to conduct work.

**APPOINTMENT:** In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of one (1) year during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

**Salary Range: Appropriate Range on Management Salary Schedule**

**Approved:** June 10, 2021

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2019-20**  
**(effective 7-1-2018)**

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

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

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

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

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

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

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

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

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

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

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate.

The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

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

**Health and Welfare Benefits:** Effective July 1, 2015, the District will make a \$900.00 per month contribution towards the premium for the following group health insurance programs:

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

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life

insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Classified Managers Hired after July 1, 2012:**

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

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

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

<i>Position</i>	<i>Paid Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$124,288	\$135,469	\$147,663
Director of Classified Human Resources	261	\$119,728	\$130,506	\$142,252
Director of Finance	261	\$109,848	\$119,728	\$130,506
Director of Facilities	261	\$109,848	\$119,728	\$130,506
Facilities Project/Sustainability Manager	261	\$99,429	\$108,778	\$118,128
Director, Network Operations	261	\$98,201	\$107,039	\$116,669
Director of Purchasing	261	\$94,209	\$102,683	\$111,926
Senior Manager, Maintenance & Operations	261	\$90,830	\$99,001	\$107,912
Director, Child Nutrition Services	261	\$89,176	\$97,199	\$105,948
Public Information Officer	261	\$88,775	\$96,761	\$105,470
Risk Manager	261	\$88,775	\$96,761	\$105,470
Director, Early Childhood Education Programs	261	\$84,165	\$91,737	\$99,994
Director of Transportation	261	\$84,165	\$91,737	\$99,994
<del>Executive Asst. to Superintendent**</del>	<del>261</del>	<del>\$75,423</del>	<del>\$82,208</del>	<del>\$89,607</del>
<del>Senior Human Resource Analyst</del>	<del>261</del>	<del>\$75,423</del>	<del>\$82,208</del>	<del>\$89,607</del>
Accountant/Internal Auditor	261	\$75,423	\$82,208	\$89,607
Enrollment Center Manager	261	\$72,459	\$78,977	\$86,086
Warehouse/Graphics Manager	261	\$66,557	\$72,544	\$79,074
Custodial Services Manager	261	\$65,193	\$71,070	\$77,467
Grounds Manager	261	\$65,193	\$71,070	\$77,467
Asst. Director of Child Nutrition Services	261	\$62,790	\$68,438	\$74,598

\*Includes vacation days and holidays

~~\*\*Plus a \$775 monthly stipend~~



*Updated April 2020 removing Exec. Asst. to Supt.*

*Updated July 30 2020 increasing salary for Director of Classified Human Resources*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

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

### **Approval of new classification and job duties for Administrative Assistant to Director, Certificated Human Resources (Torres/Nair)**

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

The Assistant Superintendent of Human Resources and the Director of Certificated Human Resources have requested to create a new classification of Administrative Assistant to Director, Certificated Human Resources which will be designated as a Confidential position. The Director of Certificated Human Resources plays a unique role in the District and participates actively in all District negotiations. The Director also provides direct support to the Lead Negotiator, the Assistant Superintendent of Human Resources in all District negotiations. In this role, the Director of Certificated Human Resources constantly needs to provide highly confidential information and participate in meetings of high sensitivity which needs Confidential support staff.

This incumbent will be able to participate in highly sensitive and confidential negotiations/employee meetings to take notes/minutes, create reports and gather information for confidential situations. This new classification is being proposed to provide primary assistance to the Director to relieve her of administrative detail as it relates to highly sensitive and confidential situations.

The Personnel Commission took action on June 10, 2021 to approve the new classification of Administrative Assistant to Director, Certificated Human Resources and allocate the classification to salary range 7.5 of the confidential salary schedule.

#### **FISCAL IMPACT:**

The classification of Administrative Assistant to Director, Certificated Human Resources is allocated to salary range 7.5 of the Classified Confidential salary schedule. This would equate to a monthly rate of \$4,107 – \$4,986 and a monthly confidential stipend of \$373.

#### **RECOMMENDATION:**

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

Human Resources, that the Board of Trustees approve the new classification and job duties of Administrative Assistant to Director, Certificated Human Resources.

**ADDITIONAL MATERIALS:**

**Attached:** [Confidential Salary Schedule worksheet 07012018.revised 04.20.pdf](#)  
[Administrative Assistant to the Director Certificated Human Resources 06.2021.pdf](#)

**CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2018-19**

Effective 7-1-2018

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Range #	STEPS					ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$2,987	\$3,138	\$3,293	\$3,460	\$3,631	\$3,671	\$3,711	\$3,751	\$3,791	\$3,831
1.5	\$3,065	\$3,214	\$3,379	\$3,545	\$3,722	\$3,762	\$3,802	\$3,842	\$3,882	\$3,922
2.0	\$3,138	\$3,293	\$3,460	\$3,631	\$3,811	\$3,851	\$3,891	\$3,931	\$3,971	\$4,011
2.5	\$3,214	\$3,379	\$3,545	\$3,722	\$3,912	\$3,952	\$3,992	\$4,032	\$4,072	\$4,112
3.0	\$3,293	\$3,460	\$3,631	\$3,811	\$4,007	\$4,047	\$4,087	\$4,127	\$4,167	\$4,207
3.5	\$3,379	\$3,545	\$3,722	\$3,912	\$4,107	\$4,147	\$4,187	\$4,227	\$4,267	\$4,307
4.0	\$3,460	\$3,631	\$3,811	\$4,007	\$4,211	\$4,251	\$4,291	\$4,331	\$4,371	\$4,411
4.5	\$3,545	\$3,723	\$3,912	\$4,106	\$4,312	\$4,352	\$4,392	\$4,432	\$4,472	\$4,512
5.0	\$3,631	\$3,811	\$4,007	\$4,211	\$4,413	\$4,453	\$4,493	\$4,533	\$4,573	\$4,613
5.5	\$3,722	\$3,912	\$4,107	\$4,312	\$4,526	\$4,566	\$4,606	\$4,646	\$4,686	\$4,726
6.0	\$3,811	\$4,007	\$4,211	\$4,413	\$4,636	\$4,676	\$4,716	\$4,756	\$4,796	\$4,836
6.5	\$3,912	\$4,107	\$4,312	\$4,526	\$4,756	\$4,796	\$4,836	\$4,876	\$4,916	\$4,956
7.0	\$4,007	\$4,211	\$4,413	\$4,636	\$4,867	\$4,907	\$4,947	\$4,987	\$5,027	\$5,067
7.5	\$4,107	\$4,312	\$4,526	\$4,756	\$4,986	\$5,026	\$5,066	\$5,106	\$5,146	\$5,186
8.0	\$4,211	\$4,413	\$4,636	\$4,867	\$5,112	\$5,152	\$5,192	\$5,232	\$5,272	\$5,312
8.5	\$4,312	\$4,526	\$4,756	\$4,986	\$5,236	\$5,276	\$5,316	\$5,356	\$5,396	\$5,436
9.0	\$4,413	\$4,636	\$4,867	\$5,112	\$5,368	\$5,408	\$5,448	\$5,488	\$5,528	\$5,568
9.5	\$4,526	\$4,756	\$4,986	\$5,236	\$5,500	\$5,540	\$5,580	\$5,620	\$5,660	\$5,700
10.0	\$4,636	\$4,867	\$5,112	\$5,368	\$5,633	\$5,673	\$5,713	\$5,753	\$5,793	\$5,833
10.5	\$4,756	\$4,986	\$5,236	\$5,500	\$5,778	\$5,818	\$5,858	\$5,898	\$5,938	\$5,978
11.0	\$4,867	\$5,112	\$5,368	\$5,633	\$5,916	\$5,956	\$5,996	\$6,036	\$6,076	\$6,116
11.5	\$4,986	\$5,236	\$5,500	\$5,778	\$6,066	\$6,106	\$6,146	\$6,186	\$6,226	\$6,266
12.0	\$5,112	\$5,368	\$5,633	\$5,916	\$6,213	\$6,253	\$6,293	\$6,333	\$6,373	\$6,413
12.5	\$5,236	\$5,500	\$5,778	\$6,066	\$6,371	\$6,411	\$6,451	\$6,491	\$6,531	\$6,571

\* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Senior Executive Assistant to the Superintendent*	261	12.5	\$373
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373

\*effective April 2020

## **ADMINISTRATIVE ASSISTANT TO THE DIRECTOR, CERTIFICATED HUMAN RESOURCES**

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

### **SUMMARY OF DUTIES**

Under the direction of the Director, Certificated Human Resources, performs a variety of complex, responsible, highly sensitive and confidential administrative, secretarial, and technical support functions to relieve the Director of administrative detail; organizes office activities and coordinates the flow of communications for the administrator; performs public relations and communication services; and performs a variety of duties relative to assigned area of responsibility.

### **DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES**

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

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

The Administrative Assistant to the Director, Certificated Human Resources classification performs a variety of complex, diverse, and confidential secretarial and administrative support work in order to function as primary support for the Director, Certificated Human Resources.

### **SUPERVISION RECEIVED AND EXERCISED**

- Receives supervision from the Director, Certificated Human Resources
- Positions in this classification have no formal supervisory responsibilities.

### **ESSENTIAL DUTIES**

- Serves as the primary assistant to the Director, Certificated Human Resources by performing specific technical and administrative duties in support of the Director's areas of responsibility to relieve him or her of administrative detail.
- Provides secretarial and administrative support to the Director, Certificated Human Resources ; drafts and/or types materials, memoranda, correspondence, reports, and other documents often of a highly sensitive, confidential or complex nature; composes difficult correspondence independently on a variety of matters, from notes, rough drafts or verbal instructions; proofreads and checks typed and other materials for accuracy, completeness and compliance with District standards, policies and procedures;
- Receives, documents and processes a variety of requests; ensures materials, reports, contracts, invoices, and other documents for signature are accurate and complete and obtains signatures; determines the priority of, annotates and routes assigned incoming correspondence and e-mails; initiates outgoing correspondence and e-mails, as necessary.
- Provides information and assistance regarding a variety of matters and personnel rules, policies and procedures, relevant laws and codes, collective bargaining agreements and District rules and regulations;
- Acts as liaison in coordinating matters between the Certificated Human Resource's Office, the Personnel Commission, and other departments/offices by interacting with District administrators, managers, principals, staff, parents and/or with other external stakeholders on a wide variety of routine to highly complex, sensitive, confidential or urgent inquiries, complaints, and other issues which require the use of sound independent judgment and discretion in the regular course of business.
- Writes, reviews, proofreads and/or edits board agenda items; prepares and submits the agenda items, reports and related backup materials for Board of Trustees meetings, or for other boards or commissions;
- Makes arrangements for a variety of other District-wide and division/office meetings, conferences, ceremonies and special events as required; assembles, prepares and distributes related materials; prepares meeting agendas; attends designated meetings; takes and maintains minutes of meetings and distributes applicable information to

appropriate management and administrators; schedules, reserves and sets up event/meeting locations and equipment; maintains records of meetings and related documents and files.

- Maintains the calendar of the Director, Certificated Human Resources; coordinates, arranges and confirms meetings, conferences and appointments; screens requests for appointments; makes and confirms travel arrangements; submits conference registrations; arranges hotel and flight reservations; develops and completes itineraries, travel forms and other related documentation.
- Attends labor negotiations sessions to take and transcribe complete and accurate notes and minutes of sessions; maintains records of negotiations and other related documents and files. Reviews and has access to confidential information that contributes significantly to the development of management positions with respect to employer-employee relations; assists in the preparation of materials with respect to employer-employee relations. GC 3513 (f)
- Researches, analyzes, interprets, and applies State and Federal laws and guidelines, District policies, programs, rules, requirements and procedures relating to human resources management of certificated staff and labor management; provides information on those District policies and procedures; and, as assigned, coordinates, organizes and oversees the review and revision of the assigned administrative policies, processes and procedures, including determining appropriate courses of action to comply with the Education Code, collective bargaining agreements, memoranda of understanding, and District rules and regulations.
- Uses initiative, independent judgment, and critical thinking to coordinate and select appropriate work methods and applies them to detailed and confidential information; participates in establishing operational plans and initiatives to meet office goals and objectives related to the work methods; refers certain issues to appropriate staff or the Director, Certificated Human Resources, or takes or recommends action to resolve the issue or issues; follows up to ensure that needed action is taken.
- Provides leadership and works with staff to develop and maintain a high-performance, customer service-oriented work environment that supports achieving the District's mission, strategic goals and core values;
- Compiles and assembles information and statistical data from a variety of sources for the preparation and/or submission of a wide variety of complex records and reports; prepares statements, claims and surveys, and other reports required by federal, state and local agencies.
- Coordinates and participates in the development, review, maintenance, and updating of a wide variety of human resource management records, files and transactions; creates, organizes and maintains specialized and other office files or filing systems, including electronic records.
- Responds to requests for information; provides information to other District departments, personnel, students, parents, outside agencies and organizations and the public as necessary; receives and screens visitors and telephone calls and makes appropriate referrals; receives and screens visitors and telephone calls and makes appropriate referrals.

#### **Other Related Duties**

- Attends a variety of meetings, training sessions, conferences and seminars.
- Serves on District committees, as assigned.
- Assists management with a variety of special studies and projects.
- Performs related duties and responsibilities as required.

#### **KNOWLEDGE, ABILITIES, AND TRAITS**

##### **Knowledge of:**

- Functions and clerical operations of an administrative office;
- Pertinent Federal, State, and local laws, codes, and regulations;
- Correct English usage, vocabulary, spelling, grammar and punctuation.
- District organization, operations, and objectives;
- District programs, terminology, policies, practices, and procedures;
- Modern office practices, procedures, and equipment;
- Basic principles and practices of administration, office organization, and training;
- Preparation of various reports for presentation to Board of Trustees and others;
- Relevant computer operations and software;

- Techniques of proper telephone etiquette;
- Correct English usage, grammar, spelling, punctuation, and vocabulary;
- Good public relations techniques;
- Interpersonal skills using tact, patience, and courtesy;
- Principles and procedures of record keeping;
- Principles of business letter and commendation writing and report preparation;
- Basic statistical and fiscal record-keeping techniques and procedures.

**Ability to:**

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

**Traits:**

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

**EMPLOYMENT STANDARDS**

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

**Experience:** Three years of increasingly responsible office administrative experience. Experience in an educational environment is strongly preferred.

**Special:** A valid, California Class C, driver's license may be required, and if so, must be maintained during the course of employment.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

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

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

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

**Salary Range: 7.5 - Confidential Salary Schedule**

**PC Approved: June 10, 2021**



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

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

### **Approval of Maintenance Manager salary reallocation (Torres/Nair)**

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

The Director of Facilities has requested that the Personnel Commission fill a vacancy in the inactive classification of Maintenance Manager. This position is being reactivated and filled as part of the Facilities department reorganization.

This classification has been vacant since 2017 and consequently removed from the Management salary schedule due to inactivity. Prior to 2017, the Maintenance Manager position was at a salary range of \$71,115 - \$84,489. The classification of Maintenance Manager will be reallocated on the Management salary schedule to range \$65,193 - \$77,467 to align the position with the other entry level Facilities management positions which have the same level of responsibility and entry qualifications.

The Personnel Commission took action on June 10, 2021 to reallocate the classification of Maintenance Manager to salary range \$65,193 – \$77,467 of the management salary schedule.

#### **FISCAL IMPACT:**

The classification of Maintenance Manager is being reallocated to salary range \$65,193 – \$77,467 of the Classified Management salary schedule.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Classified Human Resources, that the Board of Trustees approve the salary reallocation for the classification of Maintenance Manager.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Maintenance Manager 06.2021.pdf](#)  
[Classified Management Salary Schedule as of 07012018 Revised 07.31.20.pdf](#)

## **MAINTENANCE MANAGER**

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

### **SUMMARY OF DUTIES**

To plan, organize and control the maintenance and repair of District buildings, facilities, and equipment; to perform skilled work in one or more of the maintenance trades as needed to ensure District facilities and equipment are fully operational; to utilize the Computerized Maintenance Management System (CMMS); and to perform a variety of other duties relative to assigned area of responsibility.

### **DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES**

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

The Maintenance Manager classification is a single position classification which has District-wide responsibility for planning, coordinating, and managing the maintenance and repair of District buildings, facilities, and equipment. The incumbent manages maintenance services for District sites and functionally supervises and monitors maintenance services performed.

The Grounds Manager classification is a single position classification which has District-wide responsibility for planning, coordinating, and managing the upkeep of District grounds including landscaping, irrigation work, pest removal, and basic construction. The incumbent manages grounds services for District sites and functionally supervises and monitors grounds services performed.

The Custodial Services Manager classification has District-wide responsibility for planning, coordinating, and managing the care and cleaning of District offices and school sites. The incumbents manage custodial services for District sites and functionally supervises and monitors custodial services performed.

### **SUPERVISION RECEIVED AND EXERCISED**

- Receives supervision from the Director of Facilities, Senior Manager, Maintenance & Operations or designee.
- Exercises direct supervision of maintenance staff.

### **ESSENTIAL DUTIES**

- Assign, schedule and supervise the maintenance and repair work of District structures and related facilities and equipment; inspect school buildings and equipment for needed repair and maintenance work; respond to emergency site maintenance as required; confer with and advise other management personnel regarding maintenance projects and priorities.
- Schedule, prioritize, and assign work in skilled, semi-skilled, and unskilled maintenance work; carpentry, electrical, painting, plumbing, glazing, welding, conditioned air heating and ventilation g, locksmithing, and audio-visual trades areas; schedule on-call and preventive maintenance personnel; select, train, and evaluate maintenance personnel; arrange time schedules, vacation requests and plan vacation work schedules.
- Perform skilled work in one or more of the above maintenance trades areas; instruct maintenance personnel in the performance of their duties; lead maintenance personnel in major projects; inspect and evaluate work in progress or upon completion.
- Estimate labor and material costs for replacement, repair, alterations, and improvements to building, building systems, and equipment; order materials and supplies; test, select, and purchase of maintenance supplies and equipment.
- Coordinate and supervise the movement of relocatable buildings and trailers utilities; coordinate the installation of utilities at relocation site.

- Consult with architects and engineers; coordinate projects with District maintenance and site personnel and outside contractors, inspect work in progress and upon completion; oversee selected deferred maintenance projects; recommend value engineering.
- Inspect and oversee site security alarm system; inspect site vandalism; prepare cost estimates for repayment; schedule and oversee repairs; oversee preventive maintenance of District truck fleet.
- Plan and coordinate major facilities projects; develop drawings and specifications; request and receive quotes for major work by outside contractors.
- Perform rotating 24/7 emergency duty as first point of contact.
- Maintain a variety of records and prepare reports; review reports on costs of work done, materials used, and labor expended.
- Maintain adequate levels of tools, equipment, and other maintenance supplies.
- Interacts with Fire Marshal, insurance carrier, safety inspectors and Risk Manager to ensure that all safety items related to facilities are corrected.
- Inspect and evaluate work in progress by maintenance project contractors, after work hours and on weekends; respond to emergency site maintenance after hours, holidays, and on weekends.
- Operate a computer to maintain work order system and to utilize modern software to develop, direct and maintain a computerized maintenance program.

#### **Other Related Duties**

- Assists in the supervision of other Facilities staff as needed.
- Perform related duties and responsibilities as assigned.

#### **KNOWLEDGE, ABILITIES, AND TRAITS**

##### **Knowledge of:**

- Operational characteristics, services, and activities of a school district maintenance program.
- Methods, materials, equipment, and tools used in the repair and maintenance of buildings and equipment.
- Principles and practices of supervision, training, and performance evaluation.
- Principles of budget preparation and control.
- Occupational hazards and standard safety practices.
- Computerized maintenance work-order system and other maintenance computer applications.
- Principles and practices of general building inspection.
- Operation of security alarm systems.
- Pertinent Federal, State, and local laws, code and regulations.

##### **Ability to:**

- Assign, prioritize, schedule and supervise the maintenance and repair work of District structures and equipment.
- Inspect school buildings and equipment for needed repair and maintenance work.
- Respond to emergency site maintenance as required.
- Confer with and advise other management personnel regarding maintenance projects and priorities.
- Manage and coordinate the maintenance staff.
- Select, supervise, train, and evaluate assigned staff.
- Perform skilled work in one or more of the building maintenance trades.
- Read, interpret, and work from drawings and blueprints.
- Prepare clear and concise reports.
- Monitor and control budget expenditures.
- Operate a computer and modern software to develop, direct and maintain a computerized maintenance program.
- Provide information and assistance to parents, the general public, and other staff members in a helpful, courteous and timely manner.

- Maintain confidentiality of information obtained during the course of work.
- Understand and follow oral and written instructions.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work independently with limited supervision.
- Analyze situations accurately and adopt an effective course of action.
- Plan and organize work to meet schedules and timelines in an environment with constantly changing priorities.
- Communicate clearly and concisely, both orally and in writing.
- Follow good health and safety principles and practices.

**EMPLOYMENT STANDARDS:**

**Education:** Graduation from high school or equivalency. Specialized training in one or more of the skilled trades is desirable.

**Experience:** Five years of experience performing skilled work in general building maintenance and repair. At least two years of the aforementioned experience must have been in a supervisory or lead capacity.

**Special:** Possession of a valid California driver's license.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

**Physical Requirements:** Employees in this classification stand, walk, sit, stoop, bend, reach overhead, lift and carry up to 50 pounds without assistance, push, pull, use fingers, wrists, and hands repetitively, climb stairs and ladders as needed, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

**WORK ENVIRONMENT:** Employees in this classification work both inside and outside, at construction sites, with frequent interruptions, with changing priorities and short deadlines, in varying temperatures including extreme heat and cold, with potential exposure to heavy machinery, with irregular hours including nights and weekends, and drive an automobile to conduct work.

**APPOINTMENT:** In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of one (1) year during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

**Salary Range: Appropriate Range on Management Salary Schedule**

Oxnard School District

Board Policy Adopted: August 5, 1974; Revised: June 10, 1992; Reclassification Study: June 25, 1998

Personnel Commission Approved: May 7, 1992; Reclassification Study: February 26, 1998

**Revision Approved:** June 10, 2021

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2019-20**  
**(effective 7-1-2018)**

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

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

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

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

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

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

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

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

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

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

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate.

The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

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

**Health and Welfare Benefits:** Effective July 1, 2015, the District will make a \$900.00 per month contribution towards the premium for the following group health insurance programs:

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

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life

insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Classified Managers Hired after July 1, 2012:**

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

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

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

<i>Position</i>	<i>Paid Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$124,288	\$135,469	\$147,663
Director of Classified Human Resources	261	\$119,728	\$130,506	\$142,252
Director of Finance	261	\$109,848	\$119,728	\$130,506
Director of Facilities	261	\$109,848	\$119,728	\$130,506
Facilities Project/Sustainability Manager	261	\$99,429	\$108,778	\$118,128
Director, Network Operations	261	\$98,201	\$107,039	\$116,669
Director of Purchasing	261	\$94,209	\$102,683	\$111,926
Senior Manager, Maintenance & Operations	261	\$90,830	\$99,001	\$107,912
Director, Child Nutrition Services	261	\$89,176	\$97,199	\$105,948
Public Information Officer	261	\$88,775	\$96,761	\$105,470
Risk Manager	261	\$88,775	\$96,761	\$105,470
Director, Early Childhood Education Programs	261	\$84,165	\$91,737	\$99,994
Director of Transportation	261	\$84,165	\$91,737	\$99,994
<del>Executive Asst. to Superintendent**</del>	<del>261</del>	<del>\$75,423</del>	<del>\$82,208</del>	<del>\$89,607</del>
<del>Senior Human Resource Analyst</del>	<del>261</del>	<del>\$75,423</del>	<del>\$82,208</del>	<del>\$89,607</del>
Accountant/Internal Auditor	261	\$75,423	\$82,208	\$89,607
Enrollment Center Manager	261	\$72,459	\$78,977	\$86,086
Warehouse/Graphics Manager	261	\$66,557	\$72,544	\$79,074
Custodial Services Manager	261	\$65,193	\$71,070	\$77,467
Grounds Manager	261	\$65,193	\$71,070	\$77,467
Asst. Director of Child Nutrition Services	261	\$62,790	\$68,438	\$74,598

\*Includes vacation days and holidays

~~\*\*Plus a \$775 monthly stipend~~

*Updated April 2020 removing Exec. Asst. to Supt.*

*Updated July 30 2020 increasing salary for Director of Classified Human Resources*



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section D: Action Items

### **Approval of Goals for Oxnard School District Strategic Plan (Aguilera-Fort)**

---

The Board's approval is requested for the goals for the Oxnard School District Strategic Plan that were presented at the June 2, 2021 Regular Board meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve the goals for the Oxnard School District Strategic Plan, as presented at the June 2, 2021 Regular Board meeting.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Presentation - Strategic Plan Goals \(14 pages\)](#)



# LEARNING

*Oxnard School District Strategic  
Plan Goals 2021-2023*

June 23, 2021

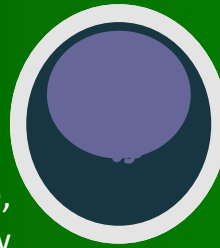
# Student Profile and our Educational Project

LEARNING



The Oxnard School District Student Will be promoted from our schools with the following traits:

They Create, communicate, Collaborate, design, apply new knowledge in real life and in different contexts

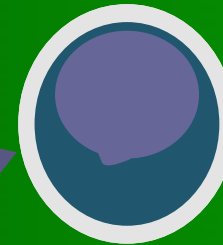


Our Students : Able to learn through & with others. Creative writers. Successful readers.

PK-8. We must provide them with the learning opportunities to become a reader , writer , mathematical thinker.



Confident, solution oriented They demonstrate and experience Growth Mindset. They become advocates for themselves and for others.



Digitally, technologically, artistically, academically and linguistically prepared to succeed and to lead in any of these areas.



Multilingual –Multicultural & Global thinker . Able to understand and to convey pride in her/his own identify. They honor their heritage, their history .



Prepared for High School, college & career.

We equip her/him/them with the tools, knowledge, skills to choose and to advocate for themselves and to select rigorous courses that will prepare them for the future.



Prepared to succeed in local and state measures.



# Academic Excellence for All

- *All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.*
- *All students in grades PK-8<sup>th</sup> will demonstrate their knowledge, their talents and their creative thinking through different measures. (State and Local Assessments, Project Based outcomes, Performances and Exhibits).*
- *English Learners will receive high quality English Language Development that elicits creativity, innovation and application of knowledge into their social and academic contexts.*
- *Every student in grades PK-8<sup>th</sup> will learn and master the use of technology to learn, create, innovate and communicate across content areas and disciplines.*







# Student Social-Emotional Well-being

- *Students will receive evidence-based strategies that foster the development of social emotional skills to recognize and manage emotions.*
- *Implement an integrated & comprehensive framework that focuses on differentiated & student centered learning to address the multiplicity of social-emotional needs of our students in grades Pk-8<sup>th</sup>*
- *Align the different systems of student and family support to ensure coordination of services with internal and external partners.*
- *Create positive, supportive, and caring relationships between all students, teachers, site leadership, and district leadership.*
- *Create a safe and civil learning environment for all students by strengthening the implementation of Positive Behavior Interventions Support System in every classroom and in every school.*





## Human Capital

- Provide employees with professional growth opportunities



*Provide professional learning opportunities to employees across the system .*



*Promote effective, innovative, up to date practices to ensure capacity building of our employees.*



*Design, implement and formalize peer mentoring across the different departments in the system.*



*Maximize positive relationships by providing teaming opportunities to employees across departments, careers and positions.*



## *Human Capital: Leadership development:*

- *Ensure professional learning about Instructional, strategic, visionary, and organizational leadership and student centered as the key capacities to develop our leaders.*
- *Professional Learning: Opportunities for staff to develop OSD leadership Pipeline.*
- *Implement a Leadership Development strategy that addresses Cultural Understanding and Respect for our students and families regardless of their background*

## *Teacher Capacity*

- Equip our teachers in grades PK-8 with the strategies and tools to maximize student learning across schools, programs, instructional models and learning differences.
- Implement support and shared accountability strategies to ensure teacher and leadership development.
- Provide opportunities for teachers in grades PK-8<sup>th</sup> to continue developing their knowledge and repertoire to use technology as a tool to meet the needs of our students.
- Implement professional learning that maximizes Cultural Understanding and Respect for the students and families in our district.



## Multilingual Success

- *Prepare our students to learn and master a second language.*
- *Ensure adherence to instructional practices that yield to student success.*
- *Ensure high levels of reclassification of our English Learners through clear standards based effective teaching practices in the context of Multilingual education.*
- *Evaluate implementation of our programs on a yearly basis. Student outcome, instructional practices and pedagogy.*
- *Add a 3rd language within the next five years.*







## *Parent Empowerment and Community Engagement*

- Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework.*
- Design structures and spaces to promote and ensure parent voice, agency, involvement and leadership development.*
- Ensure and enhance our communication with families through the use of a variety of platforms.*
- Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.*
- Include the voices of our different parent groups in the design of learning experiences for student and families.*
- Ensure participation, involvement and support of our African American, Mixteco, and English Learner parents in the different aspects of their children's education.*





## PK - 8 - College and Career Path . Education for the 21<sup>st</sup> Century



- *Provide our students with opportunities to develop interest for college and career from grades PK-8<sup>th</sup>*



- *Organize learning opportunities that allow students to access rigorous A-G courses once they are promoted to high school.*



- *Define & implement partnership and strategies to support transition from 8<sup>th</sup> grade to high school.*



- *Strengthen the role of school counselors in guiding the students as they apply for high schools and as they think about their desired future.*



# Instructional Technology

- *Ensure the consistent use of technology as a tool to support student learning across content areas.*
- *Ensure the use of technology for high order level of learning that includes research, project based learning and curriculum driven projects.*





## *Special Education: Toward an Inclusive Model*



- *Design and Implement monitoring systems to ensure that our students receiving special education services have the learning opportunities that allow them to meet goals while interacting with their peers in their general education settings.*



- *Maximize inclusive educational opportunities in the general education setting while providing specialized services.*



- *Implement clear systems of support for our Special Education teachers in order to maximize student success.*



- *Organize Central Services in order to provide consistent, clear and tangible support to site leaders and to special education staff at the school and classroom level.*





## *Financial Health and Fiscal stability*

- *Align staffing and investments with the student profile and the vision for student success.*
- *Develop a long term strategy to maximize our fiscal resources by aligning allocation of resources to the goals of the strategic plan and by monitoring the cost effectiveness of our strategies.*
- *Develop partnerships with agencies that will support the goal of becoming energy and cost effective and efficient.*
- *Build a solid reserve for times on uncertainty.*



## *Information Technology (IT)*

- *Design a technology plan that will highlight the management systems to be acquired and put in place across departments (3 year project). To be initiated in 2021.*
- *Maximize the use of Technology as a vehicle to maximize effectiveness, efficiency, and productivity at all levels of the organization.*



# Facilities



- *Ensure the maintenance of welcoming and clean school and learning environments.*
- *Enhance monitoring systems and processes to ensure that all schools and district facilities meet and exceed standards of cleanliness and maintenance.*
- *Continue and evaluate Implementation of the Master Construct Plan.*

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **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)**

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

Currently Oxnard School District contracts with Durham School Services, L.P. for Transportation Services. Amendment #3 reflects a 2.0% increase in the District's rates for the 2021-2022 fiscal year and will provide consistent, efficient and cost effective transportation for the Oxnard School District while maintaining the highest level of safety consistent with industry standards. In addition, Durham School Services, L.P. will take on the responsibility to ensure that the District drivers are current and in compliance with all school bus training hours, certificates, and first aid. The Contractor's State instructor will respond to all school bus accidents.

#### **FISCAL IMPACT:**

\$4,091,369.82 - General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #3 to Agreement #18-01 with Durham School Services for the fiscal year 2021-2022.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #3 - Attachment A \(1 Page\)](#)

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



AMENDMENT #3 TO OSD AGREEMENT #18-01

CSC #2006  
Oxnard School District  
Transportation and Lease Agreements

OXNARD SCHOOL DISTRICT

ATTACHMENT A

ANNUAL CONTRACT PRICE ADJUSTMENT  
JULY 1, 2021 THROUGH JUNE 30, 2022

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

Both parties agree to adjust the Transportation rates as follows:

It is agreed that effective July 1, 2021 through June 30, 2022 the rates shall be increased by 2% as stated below:

BUS TYPE AND CAPACITY	MINIMUM 4 HR/75 MILE Rate	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)	\$330.51	\$37.14	N/A
Type C (30-46 ambulatory passengers with minimum 2 wheel chair positions)	\$383.95	\$37.14	N/A
Type D (78-84 ambulatory with undercarriage storage)	\$472.12	\$37.14	N/A
<b><u>FIELD TRIPS</u></b>			
PER HOUR	\$46.69		

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

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

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lisa A. Franz, Director, Purchasing  
Title: Director, Purchasing  
Date: \_\_\_\_\_

## CARRIER AGREEMENT #18-01

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

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

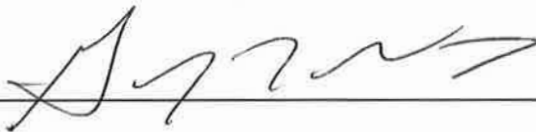
17. Severability. If any term or provision of this Carrier Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Carrier Agreement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

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

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

**“CONTRACTOR”**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Durham School Services, L.P*

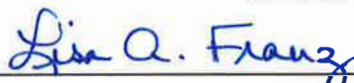


\_\_\_\_\_  
*Gary Waits, CEO of Student Transportation*

\_\_\_\_\_  
*(Authorized Representative's Signature)*

**“OXNARD SCHOOL DISTRICT”**

Lisa A. Franz, Director, Purchasing



4-20-18

\_\_\_\_\_  
*(Authorized Representative's Signature)*



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

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

**2. Change in Law**

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

### 3. Force Majeure

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

### 4. Liquidated Damages

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

### 5. Payment Terms

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

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

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



## 6. Assignment

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

## 7. Indemnification

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

## 8. Labor/Employment

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

## 9. Medical Procedures

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

## 10. Termination

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

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

**12. Right to Withhold**

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

**13. Attorneys' Fees and Costs**

Please revise page 24, Attorney's Fees and Costs as follows:  
In the event a suit or action is instituted in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover such sum, as the court may adjudge reasonable as to reasonable attorney's fees and costs.

**14. Invoicing – Home to School**

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

**15. Invoicing – Field Trips**

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature  
Lisa A. Franz, Director, Purchasing  
Typed Name/Title  
4-20-18  
Date

**DURHAM SCHOOL SERVICES:**

[Signature]  
Signature  
Gary Waits, CEO of Student Transportation  
Typed Name/Title  
April 2, 2018  
Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Amendment #1 to Agreement #19-01 – Tyler Technologies Inc. (Quinto/Briscoe)**

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At the Board meeting of March 20, 2019, the Board of Trustees approved Agreement #19-01 with Tyler Technologies Inc., for a 3-year total of \$51,992.50, to provide a hosted Pupil Transportation Data Management System, Traversa Core, for dispatching, field trips, fleet services, communication, and routing and planning. Traversa Core's functionality includes bus routing, fleet maintenance and work orders, entity management (students, vehicles, and employees), messaging and alerts, planning and operations, and reporting. It is designed to help build and design efficient and cost-effective routes to transport students to and from school on time and on budget. It will empower the department to bridge the silos of information between schools' sites, teachers, staff, parents/guardians, and students with integrated software designed specifically for school districts.

Amendment #1 will add an Electronic Rollout Sheet, ensuring all vehicle and driver information is accurate and up to date for Traversa Ride 360. A mobile app for Apple and Android devices allows parents and students to access their secure data for bus stop location, route, and pick-up time. Utilizing GPS, Ride 360 can use GPS geolocation to let users know when to expect their bus each day. Year 2 of the agreement will increase from \$12,050.00 to \$14,920.00, and Year 3 will increase from \$12,652.50 to \$15,435.00, for a new agreement total of \$57,645.00. Amendment #1 also extends the agreement term with a new end date of June 30, 2023.

#### **FISCAL IMPACT:**

\$2,870.00 - FY 2021-2022 & \$2,782.50 – FY 2022-2023 - General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Transportation Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #19-01 with Tyler Technologies Inc.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #19-01, Tyler Technologies Inc. \(24 Pages\)](#)

**AMENDMENT #1 TO OSD AGREEMENT #19-01**

AMENDMENT

This amendment ("Amendment") is made this 23<sup>rd</sup> day of June 2021 by and between Tyler Technologies, Inc. with offices at 11 Cornell Road, Latham, New York, 12110 ("Tyler") and Oxnard School District with offices at 1051 South A Street, Oxnard, CA 93030 ("Client").

WHEREAS, Tyler and the client are parties to a Software as a Service ("SaaS") agreement dated October 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The products and services in Exhibit 1 ("Investment Summary") are hereby added to the agreement.
2. In exchange for the SaaS and Services fees set forth in the Investment Summary, Tyler shall host at Tyler's data center and make available to Client the Tyler Software Products set forth in the Investment Summary licensed by Client ("Licensed Modules").
3. Payment of fees added to the Agreement pursuant to this Amendment shall be as follows:
  - a. Tyler will invoice Client for pro-rated SaaS fees of \$1,325.00 on the first day of the month following connectivity to the software, which cover the period commencing on the first day of the month following connectivity to the software through November 30, 2021;
  - b. Client will remit \$1,545.00 for annual SaaS fees on or before December 1, 2021 for the completion of the year ending June 30, 2022.
  - c. Client will remit \$2,782.50 for annual SaaS fees on or before December 1, 2022 for the completion of the year ending June 30, 2023.
  - d. Fees for Services of \$700.00 will be invoiced as incurred.
  - e. Payment is due within thirty (30) days of the invoice date.
  - f. The agreement term is extended through the 2022-2023 school year, with an end date of June 30, 2023.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Oxnard School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Lisa A. Franz

Title: \_\_\_\_\_

Title: Director, Purchasing

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Client"** means Oxnard School District.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the first day of the first month following connectivity to the software.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“Defined Vehicles”** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **“White Fleet Vehicles”** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Vehicles. You are permitted to exceed the number of licensed vehicles by twelve percent (12%) solely for the purpose of setting up spare vehicles. At no time may you actively use more than the number of vehicles licensed. You may exceed the number of Defined Vehicles by up to 50% only for the purpose of setting up White Fleet Vehicles, without paying additional SaaS fees.
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we



do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
  - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
  - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
  - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
  - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the

event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that where the fees shown in the Investment Summary are based on an estimated number of hours or days of work to be performed, that these amounts are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you, but we will not exceed any amount without first obtaining your permission. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and Exhibit D – Work Responsibilities describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.



4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, computer network, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other implementation obligations, including, without limitation, those set forth in Exhibit D ("Work Responsibilities"). This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software, in order to provide maintenance and support services;
  - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use GoToAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative

privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services, unless otherwise mutually agreed by the parties in writing: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

9. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

#### **SECTION D - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section D(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following connectivity to the software (the Effective Date), unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for up to two (2) additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. In no event will this agreement renew beyond 5 years from the Effective Date. In no event shall fees paid by Client under this Agreement exceed \$90,000. Your right to access or use the Tyler Software and the

SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us, however, you agree not to substitute a similar service to fill the same need provided by us hereunder for a period of time equal to the duration of the initial term if this Agreement is terminated or not renewed solely due to lack of appropriations. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
    - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
    - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
    - c. if you terminate during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
  - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

#### **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.







## Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*prices are valid until June 3 2019*

1. Software	Quantity	Price	Extended Price	This Year Total	Year 2	Year 3
<b>Subtotal: Application Software License Fees</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2. Software as a Service	Quantity	Price	Extended	This Year Total	Year 2	Year 3
Traversa Core provided as SaaS for up to 90 vehicles	1	\$5,750.00	\$5,750.00	\$5,750.00	\$5,750.00	\$6,037.50
Traversa Advanced Activity Trips provided as SaaS for up to 90 vehicles	1	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,307.50
Traversa Ride 360 provided as SaaS for up to 90 vehicles	1	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,307.50
Traversa Ride 360 Parent App provided as SaaS for up to 90 vehicles	1	inc.	inc.	inc.	inc.	inc.
<b>Subtotal: Application Software Maintenance Fees</b>			<b>\$12,050.00</b>	<b>\$12,050.00</b>	<b>\$12,050.00</b>	<b>\$12,652.50</b>
3. Services	Quantity	Price	Extended	This Year Total	Year 2	Year 3
Traversa Core Implementation -- includes online training	1	\$14,190.00	\$14,190.00	\$14,190.00		
Ventura Map, Source: local GIS	1	inc	\$0.00	inc		
Additional Maps: (none are included with this quote)						
Additional training hours which can be used for (1),(2): Additional Traversa Core Training Traversa Advanced Activity Trips Training Traversa Ride 360 Training	6	\$175.00	\$1,050.00	\$1,050.00		
Run building services are not included						
<b>Subtotal: Application Services</b>			<b>\$15,240.00</b>	<b>\$15,240.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total One-Time Fees:</b>				<b>\$27,290.00</b>		
<b>Total Recurring Fees**:</b>					<b>\$12,050.00</b>	<b>\$12,652.50</b>

\*\* Subject to annual increase after Year 3; provided that, in no event shall the Term of the Agreement exceed 5 years or fees for all services rendered to District during the Term exceed \$90,000.

<sup>1</sup> *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

<sup>2</sup> *Training Classes are limited to 5 persons and are delivered in 2 hour  
Run building services are not included*

Quote prepared on March 05, 2019

*Lisa A. Franz 10-11-19*  
\_\_\_\_\_  
Signature

Ver. Combi:06-21-18



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Implementation and Other Professional Services:* Implementation services are billed and invoiced as follows, at the rates set forth in the Investment Summary: (a) 80% when the map is available to you in Tyler's data center; (b) 20% upon completion of implementation.
  - 2.2 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps, and self-installation training, are billed and invoiced as delivered.
3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and

support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the following hours:

All Year	7:30am-7:00pm EST Monday-Friday
August	9:00am-3:00pm EST Saturday

Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





**Exhibit D  
Schedule 1  
Traversa Work Responsibilities**

**Mapping**

Tyler will provide Client access in Tyler's data center to a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

**Student File Preparation**

Tyler will train Client on the ASCII file layout as needed by the Client. During the import process, the student data will pass through a location process in the software.

**Editorial Responsibilities**

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

**Training**

During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Should on-site Training be requested, travel expenses will be charged in accordance with our then-current Business Travel Policy (available upon request). It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers connected to Tyler's data center.

Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.





**Exhibit E**  
**Schedule 1**  
**HERE End User Terms**

Your receipt and use of the HERE data is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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**EXHIBIT F**  
**STUDENT DATA PRIVACY AGREEMENT**

(Compliance with Student Privacy Laws including California Education Code § 49073.1)

This California Student Data Privacy Agreement (“SDPA”) is entered into between Tyler Technologies, Inc. (“Tyler”) and Oxnard School District (“Client”) and shall be and remain in effect concurrently with the Software as a Services Agreement between Tyler and Client (“Software Agreement”) to which it is attached.

**WHEREAS**, Client is a California public school district subject to all state and federal laws governing education, including but not limited to the (i) Children’s Online Privacy Protection Act (“COPPA”), 15 U.S. 6501; (ii) Federal Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. section 1232g, 34 C.F.R. Part 99; (iii) Student Online Personal Information Protection Act (“SOPIA”), California Business and Professions Code section 22584; and (iv) California Assembly Bill 1584, codified at California Education Code Section 49073.1 (“AB 1584”, and together with FERPA, COPPA, SOPIA and all other applicable student privacy laws, the “SDPA Laws”);

**WHEREAS**, Tyler has agreed to provide Client the services described in the Software Agreement and Exhibits thereto, including but not limited to Exhibit A – Investment Summary and, to provide said services, Tyler will receive and manage certain information pertaining to Client’s students that is subject to, and protected by the SDPA Laws;

**WHEREAS**, Client and Tyler desire that the Software Agreement and the services provided by Tyler thereunder shall comply with applicable SDPA Laws including, specifically, the applicable requirements of the AB 1584 and FERPA and are entering into this SDPA to that effect.

**NOW, THEREFORE**, the Parties agree as follows:

1. The terms and conditions of the Software Agreement and Exhibits thereto are incorporated herein by reference. If there is any conflict between any provision of the Software Agreement and this SDPA concerning Pupil Records, this SDPA shall control.
2. SDPA Definitions

“PII” means personally identifiable information and includes any data that could potentially identify a specific individual, whether a student, parent, teacher, legal guardian or any other individual, such as metadata, records, and user-generated content.

“Pupil Records” means any item of information directly related to a pupil that is maintained by the local educational agency and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.

“School Official” for the purposes of this SDPA and the Software Agreement, and pursuant to 34 CFR 99.31(a)(1)(i)(B), means a contractor, such as Tyler, that (i) performs an institutional service or function that would otherwise be performed by an employee of Client, (ii) is under the direct control of Client with respect to the use and maintenance of student records, and (iii) is subject to FERPA requirements, 34 CFR 99.33(a) governing the use and re-disclosure of PII from Pupil Records. Thus, Tyler shall be considered a School Official under this SDPA.

“Student Data” means any information or data gathered by Tyler or provided by Client or its users, students or student’s legal guardians/parents, that is descriptive of any student, including but not limited to student’s first or last name, email, home address, social security number, telephone number, information allowing online contact, videos, photos, voice recordings, test results, special education

data, school attendance, disabilities, socioeconomic information, search activity or geolocation information. All Student Data constitute Pupil Records under this SDPA and the Software Agreement.

3. Term. This SDPA shall remain in effect while the Software Agreement is in effect and shall expire or terminate, as applicable, concurrently with the Tyler Software Agreement.
4. Student Data Ownership and Authorized Use/Access
  - a. Authorized Use / Ownership. Notwithstanding any other provision of the Software Agreement, Pupil Records are and remain the property of the Client; provided that, if there is any pupil-generated content, pupils may retain possession and control of their own pupil-generated content. Tyler shall only access and use Pupil Records for the purposes contemplated under the Software Agreement and in compliance with the provisions of applicable law. Tyler shall not use any PII to engage in targeted advertising or unlawful purposes.
  - b. Parent/Legal Guardian Access. Client shall provide reasonable access to parents, legal guardians and authorized Client personnel to review Student Data and correct erroneous information and implement changes, up to and including deletion of a student's profile or other Student Data from Tyler's system. Reasonable access may be limited to changes performed by Client if said changes are made within 5 business days of a request. Tyler shall make reasonable efforts to cooperate with Client in the event that Client cannot correct any erroneous information in Tyler's system after making reasonable efforts.
  - c. Confidentiality of Pupil Records. Notwithstanding any provision of the Software Agreement, confidentiality of Pupil Records shall be governed by this SDPA. To the fullest extent permitted by applicable law, if a third-party, other than Client or parent/legal guardian, and including law enforcement and government entities, contacts Tyler to request Student Data, Tyler shall redirect the third party to Client and shall inform said third party that only Client can provide said data/information. If Tyler receives a subpoena or other instrument intending to compel disclosure of Student Data, Tyler shall promptly notify the Client and shall reasonably cooperate with Client to address the situation.
    - i. Employees. Tyler shall take all actions necessary, including, to the extent Tyler deems necessary, training responsible individuals, to ensure the confidentiality of Pupil Records is maintained. Tyler understands that compliance with this requirement shall not in itself absolve Tyler of liability if an unauthorized disclosure or violation of this SDPA occurs.
    - ii. Non-Employees. If Tyler uses any non-employee (e.g., subcontractor, programmer or processor) to provide the services, it shall enter into written agreements with said non-employees to ensure they protect the confidentiality of Client information, including Student Data.
5. Notification and Privacy Compliance.
  - a. Notice of Unauthorized Disclosure. Tyler shall reasonably cooperate with Client staff to ensure that all parents, legal guardians and any eligible pupils affected by an unauthorized disclosure of Student Data or PII is notified in accordance with applicable SDPA Laws and procedures;
  - b. Privacy Compliance. Provider shall comply with all state and federal laws and regulations pertaining to student data privacy and security, including but not limited to the SDPA Laws cited herein to the extent applicable to its performance under the Software Agreement. Provider understands that such laws and regulations, to the extent applicable, may not be the only applicable laws.

- c. Disposition of Pupil Records Upon Termination. Tyler certifies that Pupil Records will not be retained by, or available to Tyler or any other non-employee upon termination of the Software Agreement. Upon termination of the Software Agreement for any reason, Tyler shall ensure that all Pupil Records and any other PII gathered during provisions of the services, are all returned to Client or destroyed following notice from Tyler clearly identifying such records. If pupil-generated content that is severable with commercially reasonable efforts from the services is created, Tyler shall, at Client's written request, transfer said content to a separate student account. The foregoing notwithstanding, Tyler reserves the right not to confirm deletion of certain Pupil Records, including pupil-generated content, or other PII upon termination of the Software Agreement only in the event destruction is commercially impracticable as determined by Tyler in its sole discretion and specifically confirmed via an express, signed writing to Client. Any such non-deleted information shall continue to be subject to Tyler's obligations to retain the confidentiality of such information so long as Tyler does not delete it.
6. Attachments. Tyler will provide Client each of the following applicable procedures and the Parties will number the Attachments appropriately (if no such attachment(s), indicate N/A):
- Attachment N/A** – Procedure for Parental Notification of Unauthorized Disclosure of Pupil Records
- Attachment N/A** – Procedure for Ensuring the Security and Confidentiality of Pupil Records
- Attachment N/A** – Procedure for Joint Compliance with FERPA – Non-Directory Information Disclosure
- Attachment N/A** – Procedure for Certification of Non-Retention of Pupil Records
7. Indemnification. The indemnity provision under Section 2.1 of the Software Agreement applies with equal force to the violation of any SDPA Laws or other laws applicable to Tyler's performance under the Software Agreement. This indemnification shall survive the termination of the Software Agreement.
8. Incorporation of Recitals and Attachments. The Recitals and each certification by Tyler and Attachment identified above are hereby incorporated by this reference to be given full force and effect as if fully set forth herein and in the Software Agreement.
9. The person(s) executing and delivering the Software Agreement on behalf of Tyler warrant(s) and represent(s) that he/she/they: (i) understand the requirements of law applicable to Student Data, including but not limited to the requirements set forth in this SDPA, (ii) have full power and authority to undertake the actions, commitments and obligations herein undertaken, and (iii) that by the execution and delivery of the Software Agreement, Tyler is bound to the terms hereof.

**IN WITNESS WHEREOF**, this SDPA is executed and delivered by virtue of the execution and delivery of the Software Agreement and shall be effective upon execution of the Software Agreement and while the Software Agreement remains in effect.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #20-177 – Art Trek Inc. (DeGenna/Shea)**

---

Art Trek Inc. will provide three components of the Summer Camp:

Part 1: Staff to lead lessons in the afternoons

Part 2: Pocket projects for grades 3-8

Part 3: Activities for primary students in grades 1 and 2

**Term of Agreement: June 24, 2021 through July 31, 2021**

#### **FISCAL IMPACT:**

Not to Exceed \$171,940.00 – ASES

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-177 with Art Trek Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-177, Art Trek Inc. \(2 Pages\)](#)

# ART TREK, INC.

A 501 (C) (3) non-profit organization

## SUMMER 2021 AGREEMENT FOR ART:

**Part 1: Staffing Afternoon**

**Part 2: Pocket Projects**

**Part 3: Primary Activities**

**OXNARD SCHOOL DISTRICT**

**Art Meets Math: Creative Calculations**

This Agreement for Instructional Services, effective between [Oxnard School District](#), with its address at [1051 South A Street Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd., Newbury Park, CA 91320](#).

[Oxnard School District](#) finds that Art Trek is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

### 1. Summer Services Part 1: Providing Staff for the afternoon

\* Art Trek Site Instructors at eight schools for grades 3-8 for 19 days of art.

#### PAYMENT: Art Trek will be paid as follow

\***Teaching Fee for Art Trek instructors teaching-Grades 3-8:** To be paid for the classes taught.

\$125 per teacher per class

20 teachers x 3 classes per day x \$125 = \$7500 per day

\$7500 x 19 days = \$142,500

\***Material Usage Fee:** \$1.00 per student per project

Based on 20 students per class

17 classes per day x 20 students x 19 days x \$1.00 = \$6460

\***Training Fee:** Two three-hour workshops @ \$1500 per workshop

<u>Summer Cost</u>	
Teaching Fee \$	142,500
Materials Fee \$	6,460
Training Fee \$	<u>3,000</u>
<b>TOTAL:</b>	<b>\$ 151,960</b>

### Summer Services Part 2: Pocket Projects (Grades 3-8)

• Art Trek shall train 21 Oxnard Scholars teachers in 8 Pocket Projects for the summer session.  
June 30 12:00-2:00

#### PAYMENT: Art Trek will be paid as follow

• **Training Fee: \$1500 for 2-hour workshop**

**Material Fee:** (\$8.00 per student for the summer)

\$1.00 per student x 8 projects

Each teacher shall have 60 students.

21 teachers x 60 students = \$1260 students

1260 students x \$8.00 = \$10,080 for materials

<u>Summer Cost</u>	
Training Fee \$	1,500
Materials Fee \$	<u>10,080</u>
<b>TOTAL:</b>	<b>\$ 11,580</b>

**Summer Services Part 3: Primary activities (Grades 1 & 2)**

- Art Trek shall train 18 Oxnard teachers in 15 projects for the summer session for grades K-2.  
June 28 12:00-4:00

**PAYMENT: Art Trek will be paid as follow**

- **Training Fee: \$2500 for 4-hour workshop**

**Material Fee:** (\$15.00 per student for the summer)

\$1.00 per student x 15 projects  
 Each teacher shall have 20 students.  
 18 teachers x 20 students = \$360 students  
  
 360 students x \$15.00 = \$5,400 for materials

<u>Summer Cost</u>	
Training Fee	\$ 3,000
Materials Fee	\$ 5,400
<b>TOTAL:</b>	<b>\$ 8,400</b>

**INVOICING**

- Materials fee due by June 130, 2021.
- Teaching fee to be invoiced at the end of each week of instruction.
- Training fee to be invoiced following each training.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!

\_\_\_\_\_  
 Nan Young- Director

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
 Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #20-179 – Latino Film Institute Youth Cinema Project (DeGenna/Shea)**

---

The Latino Film Institute Youth Cinema Project will work with middle school students during the summer program to create public service announcements. Students will write and research scripts to make short videos.

**Term of Agreement:** June 24, 2021 through July 30, 2021

**FISCAL IMPACT:**

\$35,000.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-179 with the Latino Film Institute Youth Cinema Project.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-179, Latino Youth Film Institute Youth Cinema Project \(3 Pages\)](#)



**OSD AGREEMENT #20-179**



May 25, 2021

Dr. Karling Aguilera-Fort  
Superintendent  
Oxnard School District  
10912 Oxnard St.  
North Hollywood, CA 91606

Re: Agreement Between Oxnard School District and the Youth Cinema Project

Dear Dr. Aguilera-Fort:

Please allow me to express our appreciation to the Board of Directors and the Oxnard School District (the “District”) for the opportunity for the Youth Cinema Project (“Youth Cinema Project”) to partner with the District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the School.

The Youth Cinema Project is project-based learning that produces competent, resilient, and real world problem-solvers and bridges the achievement and opportunity gaps by creating lifelong learners and the entertainment industry’s multicultural future.

To that end, California Government Code Section 53060 authorizes the School to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

**Scope of Services**

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, storyboarding, casting, directing, production, editing, sound recording/engineering, and other postproduction skills. The services will be offered at one (1) summer school class of no more than seventeen (17) students. The Youth Cinema Project will provide the curriculum and lessons plans for each class and course.

**A list of equipment costs to be borne by the School, along with the estimated costs of the field trips, will be emailed separately. Equipment costs differ per grade level.**

### **Fees and Costs**

The School will pay the Youth Cinema Project: (1) for the instructional and staff development services it provides to the School at an hourly rate of \$116.00 per hour and (2) a fee of \$4,176 to cover costs of program management, development of industry opportunities and partnerships for the students and the School, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum.

A schedule of estimated classes, and costs will be forwarded to you. Such schedule is intended for informational purposes and is not part of this agreement.

### **Billings**

The Youth Cinema Project will bill the School on a monthly basis. All amounts due will be payable to the “**Youth Cinema Project.**” The School agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

### **Intellectual Property**

The Youth Cinema Project recognizes that the films produced by the students are property of the School. The School hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students’ work, on, for example, the Youth Cinema Project website, YouTube and other media platforms.

### **Term and Termination**

This agreement shall be effective as of June 1<sup>st</sup>, 2021 and shall remain in effect through July 30, 2021.

ATTN: Youth Cinema Project  
143 South Glendale Ave. #204  
Glendale, CA 91205

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the School and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,

Rafael Agustín  
*Executive Director,*  
*Latino Film Institute | Youth Cinema Project*

**I have read and am authorized to agree to the foregoing:**

**Oxnard School District**

---

**By:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Award of Formal Bid #20-01 and Approval of Agreement #20-180 for Roofing Project 2021– Frank & Fremont (Quinto/Miller)**

---

Formal bids were solicited for Bid #20-01, Roofing Project 2021 – Frank & Fremont, pursuant to Public Contract Code 20110. Six bids were received and opened at 10:00 a.m., Tuesday, June 1, 2021.

It is requested that the Board of Trustees award Bid #20-01, Roofing Project 2021 – Frank & Fremont, and enter into Agreement #20-180 with Eberhard Energy Systems as the lowest, responsive, responsible bidder, in the amount of \$418,858.00.

#### **FISCAL IMPACT:**

\$418,858.00 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #20-01, Roofing Project 2021 – Frank & Fremont, and enter into Agreement #20-180 with Eberhard Energy Systems, in the amount of \$418,858.00.

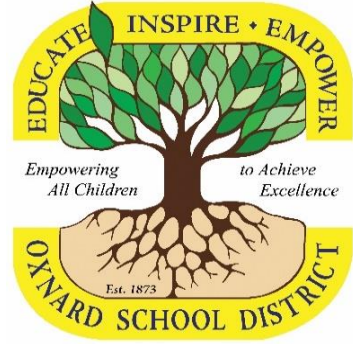
#### **ADDITIONAL MATERIALS:**

**Attached:** [Bid Summary \(1 Page\)](#)

[Agreement #20-180, Eberhard Energy Systems \(3 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

School/Dept: Frank & Fremont  
 Project Description: Roofing Project 2021  
 OSD BID NO. 20-01  
 Date: Tuesday, June 1, 2021



<b>BIDDER</b>	<b>FRANK</b>	<b>FREMONT</b>	<b>TOTAL BASE BID</b>
CRAIG ROOF COMPANY INC.	\$ 126,770.00	\$ 352,993.00	\$ 479,763.00
BEST CONTRACTING SERVICES INC.	\$ 124,650.00	\$ 333,300.00	\$ 457,950.00
CHANNEL ISLANDS ROOFING INC.	\$ 71,242.00	\$ 407,866.00	\$ 479,108.00
DERRICK'S ROOFING INC.	\$ 200,000.00	\$ 668,000.00	\$ 868,000.00
EBERHARD ENERGY SYSTEMS	\$ 113,934.00	\$ 304,924.00	\$ 418,858.00
LETNER ROOFING CO.	\$ 136,000.00	\$ 375,880.00	\$ 511,880.00

**SECTION 00310**

**AGREEMENT #20-180**

**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 **EBERHARD ENERGY SYSTEMS**, hereinafter called the “Contractor”, with a principal place of business located at 15224 Raymer Street, Van Nuys, CA 91405.

**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 #20-01**  
**Roofing Project 2021**

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.

<b><u>Project</u></b>	<b><u>Starting Date</u></b>	<b><u>Completion Date</u></b>
<b>Fremont Replace Roof on BLDG 7</b>	<b>June 24, 2021</b>	<b>August 8, 2021</b>
<b>Frank Replace Roof on Seven (7) Portable Classrooms (P-5, P-6, P-7, P-8, P-9 P-13 &amp; P-14)</b>	<b>June 24, 2021</b>	<b>August 8, 2021</b>

**TOTAL CONTRACT PERIOD:**

<b>Roof Replacements</b>	<b>June 24, 2021</b>	<b>July 31, 2021</b>
<b>Closeout/Punch List items</b>	<b>July 31, 2021</b>	<b>August 8, 2021</b>

**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 **Four Hundred Eighteen Thousand Eight Hundred Fifty-Eight Dollars and No Cents (\$418,858.00)**. The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

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

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

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

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

**DISTRICT**

**CONTRACTOR**

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

\_\_\_\_\_  
(Contractor's License Number)

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Seal)

**END OF SECTION**



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Award of Formal Bid #20-02 and Approval of Agreement #20-181 for Asphalt Paving Project 2021– Frank, Lopez & McAuliffe (Quinto/Miller)**

---

Formal bids were solicited for Bid #20-02, Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, pursuant to Public Contract Code 20110. One bid was received and opened at 2:00 p.m., Tuesday, June 1, 2021.

It is requested that the Board of Trustees award Bid #20-02, Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, and enter into Agreement #20-181 with Quality Paving as the lowest, responsive, responsible bidder, in the amount of \$367,274.00.

#### **FISCAL IMPACT:**

\$367,274.00 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #20-02, Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, and enter into Agreement #20-181 with Quality Paving, in the amount of \$367,274.00.

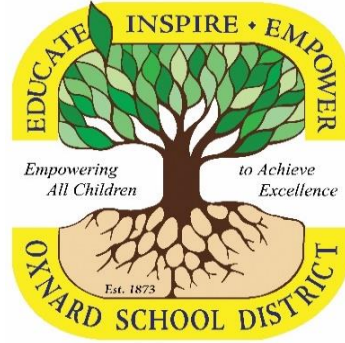
#### **ADDITIONAL MATERIALS:**

**Attached:** [Bid Summary \(1 Page\)](#)

[Agreement #210-181 - Quality Paving \(3 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

School/Dept: Frank/Lopez/McAuliffe  
Project Description: Asphalt Paving Project 2021  
OSD BID NO. 20-02  
Date: Tuesday, June 1, 2021



<b>BIDDER</b>	<b>FRANK</b>	<b>LOPEZ</b>	<b>MCAULIFFE</b>	<b>TOTAL BASE BID</b>
<b>QUALITY PAVING</b>	<b>\$ 125,524.50</b>	<b>\$ 204,889.50</b>	<b>\$ 36,860.00</b>	<b>\$ 367,274.00</b>

**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

\_\_\_\_\_  
(Contractor's License Number)

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Seal)

**END OF SECTION**

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-03 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Quinto/Lugotoff)**

---

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Foster School, located on the Frank Middle School campus. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT:**

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

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #21-03 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2021-22 fiscal year.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-03 \(3 pages\)](#)

**CHILD NUTRITION SERVICES AGREEMENT  
FOR SUPPLYING BREAKFAST AND LUNCHESES TO FOSTER SCHOOL  
AGREEMENT #21-03**

This agreement, executed in duplicate and entered into on June 23, 2021, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils, and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) Foster shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 9) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2021, until June 30, 2022, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF  
EDUCATION

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Ruth F. Quinto, Assistant Superintendent  
Business & Fiscal Services



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Lisa Cline, Executive Director  
Internal Business Services



Exhibit A

Oxnard School District  
2021-2022 School Calendar

July 2021						
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

January 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 2021						
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 2022						
Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

September 2021						
Su	M	Tu	W	Th	F	Sa
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		

March 2022						
Su	M	Tu	W	Th	F	Sa
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		

October 2021						
Su	M	Tu	W	Th	F	Sa
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 2022						
Su	M	Tu	W	Th	F	Sa
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

November 2021						
Su	M	Tu	W	Th	F	Sa
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 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				

December 2021						
Su	M	Tu	W	Th	F	Sa
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 2022						
Su	M	Tu	W	Th	F	Sa
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		

**July**  
5 Independence Day Holiday

**August**  
17-20 Staff Development Days (No students)  
23 Teacher Prep Day (No students)  
24 First Day of School

**September**  
6 Labor Day Holiday

**October**  
11 Staff Development Day (No students)

**November**  
11 Veterans Day Holiday  
16-19 Conference Days (Minimum Days for students)  
22-26 Thanksgiving Holidays

**December**  
17 Minimum Day for teachers and students  
20-31 Winter Break

**January**  
1 New Year's Day  
3-7 Winter Break  
17 Martin Luther King Jr. Day Holiday

**February**  
10-11 Conference Days (Minimum days for students)  
18 President's Day Holiday  
21 President's Day Holiday

**March**

**April**  
8-18 Spring Break  
15 Spring Holiday

**May**  
30 Memorial Day Holiday

**June**  
17 Last day of school (Min. Day for teachers & students)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-04 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Quinto/Lugotoff)**

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Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Dwire School, located on the McAuliffe School campus. This is a standard renewal of an ongoing contract.

#### **FISCAL IMPACT:**

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

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #21-04 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2021-22 fiscal year.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-04 \(3 pages\)](#)

**CHILD NUTRITION SERVICES AGREEMENT  
FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL  
AGREEMENT #21-04**

This agreement, executed in duplicate and entered into on June 23, 2021, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA, 93035.
- 2) Oxnard School District shall provide the necessary utensils, and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at Christa McAuliffe Cafeteria and delivered by McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire will notify McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Dwire, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunches will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) Dwire shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to a VCOE location on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit A). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 9) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2021, until June 30, 2022, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF  
EDUCATION

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Ruth F. Quinto, Assistant Superintendent  
Business & Fiscal Services



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Lisa Cline, Executive Director  
Internal Business Services

Exhibit A

Oxnard School District  
2021-2022 School Calendar

Month	Su	M	Tu	W	Th	F	Sa	Notes																								
<b>July 2021</b>		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									5	Independence Day Holiday																						
<b>August 2021</b>																																
August									17-20	Staff Development Days (No students)																						
									23	Teacher Prep Day (No students)																						
									24	First Day of School																						
<b>September 2021</b>																																
September									6	Labor Day Holiday																						
<b>October 2021</b>																																
October									11	Staff Development Day (No students)																						
<b>November 2021</b>																																
November									11	Veterans Day Holiday																						
									16-19	Conference Days (Minimum Days for students)																						
									22-26	Thanksgiving Holidays																						
<b>December 2021</b>																																
December									17	Minimum Day for teachers and students																						
									20-31	Winter Break																						
<b>January 2022</b>																																
January									1	New Year's Day																						
									3-7	Winter Break																						
									17	Martin Luther King Jr. Day Holiday																						
<b>February 2022</b>																																
February									10-11	Conference Days (Minimum days for students)																						
									18	President's Day Holiday																						
									21	President's Day Holiday																						
<b>March 2022</b>																																
March																																
<b>April 2022</b>																																
April									8-18	Spring Break																						
									15	Spring Holiday																						
<b>May 2022</b>																																
May									30	Memorial Day Holiday																						
<b>June 2022</b>																																
June									17	Last day of school (Min. Day for Teachers & students)																						

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth Quinto

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

**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)**

---

Oxnard School District is entering into an agreement with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying daily breakfast, lunch and snacks to the students in the CAPSLO preschool program at Harrington School during the 2021-22 school year. The term of Agreement #21-05 is July 1, 2021 to June 30, 2022.

**FISCAL IMPACT:**

None. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #21-05 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2021-22 school year.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-05 \(10 pages\)](#)

**OSD AGREEMENT #21-05**

**STANDARD AGREEMENT FOR FOOD  
SERVICE/VENDING**

This Agreement is entered into on this 23<sup>rd</sup> day of June, 2021 by and between Community Action Partnership of San Luis Obispo County, Inc.(CAPSLO), hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

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

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

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

**THEREFORE**, both parties hereto agree as follows:

**THE VENDOR AGREES TO:**

1. Prepare and supply meals and snacks, on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CAPSLO preschool program located at Harrington School in Oxnard in accordance with the number of meals and snacks requested.

Breakfast: \$1.89 each                      Lunch: \$ 3.51 each                      Snack: .96¢ each

\*Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2021-2022.

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

reimbursable nutrition components of each food item, and (3) an itemization of the quantities of each component used to prepare said meal or snack. The Vendor agrees to provide meal and snack preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared for each snack.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the food components and quantities itemized in the meal and snack preparation records.
6. Maintain on a daily basis an accurate count of the number of snacks prepared for the Agency. Documentation must include the number of meals and snacks requested by the Agency.
7. Allow the Agency to increase or decrease the number of snacks, as needed, when the request is made within twenty-four (24) hours of the scheduled pickup time.
8. Provide copy of menu to the site with accurately identified meal components for meals and snacks.
9. CAPSLO shall provide Oxnard School District with a yearly school calendar. Oxnard School District will not be obligated to provide any meals or snacks on the District's non-student days. However, upon request, Oxnard School District may provide meals and snacks to CAPSLO on non-student days at a cost of \$250.00 per day, with the exception of district holidays. A 14-day advance notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery. The Vendor agrees to forfeit payment for snacks that are not ready within one (1) hour of the agreed-upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal or snack requirements contained in this Agreement.
11. Operate in accordance with current CACFP requirements.
12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
13. Not subcontract for the assembly of the meals or snacks.



14. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
15. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
16. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.


**THE AGENCY AGREES TO:**

1. Ensure that an Agency representative is available at the pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve and sanitize the serving and eating areas, and assemble transport carts and auxiliary items and return to Harrington kitchen daily.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

**TERM OF THE AGREEMENT**

This Agreement will take effect commencing July 1, 2021 and shall continue through June 30, 2022. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:**

_____	
Service Provider Official Signature	Agency Official Signature
Lisa Franz	<del>Jim Famalette</del> Elizabeth Steinberg
Official Name (please type)	Agency Official Name (please type)
Director, Purchasing	CEO CEO
Title	Title
(805) 385-1501 ext. 2414	(805) 544-4355
Telephone	Telephone
_____	6/10/2021
Date	Date

## CHILD MEAL PATTERN

<b>Snack</b>				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products <sup>4</sup>	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
<b>Vegetables<sup>6</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Fruits<sup>6</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Grains (oz eq)<sup>7,8</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>9</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>9,10</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

<sup>1</sup> Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>8</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>9</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>10</sup> Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

## CHILD MEAL PATTERN

Breakfast				
(Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Vegetables, fruits, or portions of both<sup>4</sup></b>	½ cup	½ cup	½ cup	½ cup
<b>Grains (oz eq)<sup>5,6,7</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	¼ cup	¼ cup	½ cup	½ cup

<sup>1</sup> Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>5</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>6</sup> Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

<sup>7</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>8</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

## Lunch and Supper

(Select all five components for a reimbursable meal)

Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at-risk afterschool programs and emergency shelters)</small>
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces	2 ounces
<b>Cheese</b>	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
<b>Vegetables<sup>6</sup></b>	¼ cup	¼ cup	½ cup	½ cup
<b>Fruits<sup>6,7</sup></b>	¼ cup	¼ cup	¼ cup	¼ cup
<b>Grains (oz eq)<sup>8,9</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

<sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

<sup>8</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

<sup>9</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

<sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

Exhibit A

Oxnard School District  
2021-2022 School Calendar

July 2021							January 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
4	5	6	7	8	9	10	1						
11	12	13	14	15	16	17	3-7	Winter Break					
18	19	20	21	22	23	24	17	Martin Luther King Jr. Day Holiday					
25	26	27	28	29	30	31							
August 2021							February 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	10-11	Conference Days (Minimum days for students)					
8	9	10	11	12	13	14	18	President's Day Holiday					
15	16	17	18	19	20	21	21	President's Day Holiday					
22	23	24	25	26	27	28							
29	30	31											
September 2021							March 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30			27	28					
October 2021							April 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31													
November 2021							May 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
7	8	9	10	11	12	13	1	2	3	4	5	6	7
14	15	16	17	18	19	20	8	9	10	11	12	13	14
21	22	23	24	25	26	27	15	16	17	18	19	20	21
28	29	30					22	23	24	25	26	27	28
							29	30	31				
December 2021							June 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		

January  
1 New Year's Day  
3-7 Winter Break  
17 Martin Luther King Jr. Day Holiday

February  
10-11 Conference Days (Minimum days for students)  
18 President's Day Holiday  
21 President's Day Holiday

March  
18

April  
8-18 Spring Break  
15 Spring Holiday

May  
30 Memorial Day Holiday

June  
17 Last day of school (Min. Day for teachers & students)



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

**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)**

---

Oxnard School District is entering into a renewal agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2021-22 school year. The term of Agreement #21-06 is July 1, 2021 to June 30, 2022.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #21-06 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2021-22 school year.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-06 \(10 pages\)](#)

## OSD AGREEMENT #21-06

## STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this 23<sup>rd</sup> day of June, 2021 by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

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

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

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

**THEREFORE**, both parties hereto agree as follows:

### THE VENDOR AGREES TO:

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

Breakfast	<u>\$1.89</u> each	Lunch	<u>\$3.51</u> each
Supplement/Snack	<u>\$.96</u> each	Supper	\$ <u>N/A</u> each

\*Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2021-2022.

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

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

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

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

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

**THE AGENCY AGREES TO:**

1. Ensure that an Agency representative is available at the pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick up/delivery.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CACFP Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

- 5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

**TERMS OF THE AGREEMENT**

This Agreement will take effect commencing July 1, 2021 and shall continue through June 30, 2022. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:**

\_\_\_\_\_  
Service Provider Official Signature

Ruth F. Quinto  
Official Name (please type)

Asst. Supt., Business & Fiscal Svces.  
Title

(805) 385-1501 ext. 2401  
Telephone

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agency Official Signature

Jack Hinojosa  
Agency Official Name (please type)

Chief Executive Officer  
Title

(805) 485-7878  
Telephone

6-4-2021  
Date

## Exhibit A Oxnard School District 2021-2022 School Calendar

July 2021						
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 2021						
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 2021						
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 2021						
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 2021						
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 2021						
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**  
5 Independence Day Holiday

**August**  
17-20 Staff Development Days (No students)  
23 Teacher Prep Day (No students)  
24 First Day of School

**September**  
6 Labor Day Holiday

**October**  
11 Staff Development Day (No students)

**November**  
11 Veterans Day Holiday  
16-19 Conference Days (Minimum Days for students)  
22-26 Thanksgiving Holidays

**December**  
17 Minimum Day for teachers and students  
20-31 Winter Break

January 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					

February 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				

March 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	

April 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

May 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			

June 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		

**January**  
1 New Year's Day  
3-7 Winter Break  
17 Martin Luther King Jr. Day Holiday

**February**  
10-11 Conference Days (Minimum days for students)  
18 President's Day Holiday  
21 President's Day Holiday

**March**

**April**  
8-18 Spring Break  
15 Spring Holiday

**May**  
30 Memorial Day Holiday

**June**  
17 Last day of school (Min. Day for teachers & students)



United States Department of Agriculture

## CHILD MEAL PATTERN

Breakfast (Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both <sup>4</sup>	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq) <sup>5,6,7</sup>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	¼ cup	¼ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	1 ½ cup	1 ½ cup	¼ cup	¼ cup

<sup>1</sup> Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>5</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>6</sup> Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

<sup>7</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>8</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>9</sup> Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¼ cup for children ages 6-12.

## CHILD MEAL PATTERN

Lunch and Supper				
(Select all five components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> <small>(at risk afterschool programs and emergency shelters)</small>
Fluid Milk <sup>3</sup>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	½ cup	¾ cup	1 cup	1 cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
<b>Vegetables<sup>6</sup></b>	½ cup	¾ cup	1 cup	1 cup
<b>Fruits<sup>6,7</sup></b>	½ cup	¾ cup	1 cup	1 cup
<b>Grains (oz eq)<sup>8,9</sup></b>				
Whole grain-rich or enriched bread	½ slice	¾ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	¾ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	½ cup	¾ cup	1 cup	1 cup

<sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.



<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

<sup>8</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

<sup>9</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

<sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

## CHILD MEAL PATTERN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (at risk afterschool programs and emergency shelters)
Fluid Milk <sup>3</sup>	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/meat alternates</b>				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products <sup>4</sup>	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened <sup>5</sup>	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
<b>Vegetables<sup>6</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Fruits<sup>5</sup></b>	½ cup	½ cup	¾ cup	¾ cup
<b>Grains (oz eq)<sup>7,8</sup></b>				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>9</sup> , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>9,10</sup>				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

<sup>1</sup> Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

<sup>2</sup> Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

<sup>3</sup> Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

<sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

<sup>8</sup> Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

<sup>9</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

<sup>10</sup> Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is  $\frac{1}{4}$  cup for children ages 1-2;  $\frac{1}{3}$  cup for children ages 3-5; and  $\frac{1}{4}$  cup for children ages 6-12.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement/MOU #21-14, Ventura Unified School District (DeGenna)**

---

This Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District.

The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 15 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2021-22 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided.

#### **FISCAL IMPACT:**

\$4,167.75 (matching funds) - Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-14 with the Ventura Unified School District.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-14, - Ventura Unified School District \(3 Pages\)](#)  
[Service Plan 21/22 \(2 Pages\)](#)

**MEMORANDUM OF UNDERSTANDING**  
**Ventura County Indian Education Consortium**

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the **Oxnard School District** (Partner District).

**Memorandum of Understanding Purpose:**

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Oxnard School District (OSD), and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

**Memorandum of Understanding Timeline:**

This MOU is effective July 1, 2021 and will extend through June 30, 2022.

**Memorandum of Understanding and Description of Services:**

**Partner District agrees to the following:**

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.

**VUSD (Provider) agrees to the following:**

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
  - a) Indian Education Parent Advisory Committee
  - b) Indian Education enrollment and verification support
  - c) Indian Education Annual Honoring Ceremony and Events
  - d) Indian Education teaching resources/lending library
  - e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2021 – 22 is “California Natives and the Chumash Peoples”

4/27/2021

4. Provide services at Partner District schools through the district-supported format to include:
  - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
  - b) Classroom presentations on Native American themes (to include classmates of identified students).
5. Ensure that VUSD employees have received adequate training in the services being provided and appropriate licenses/certificates are in current standing.
6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

**Payment of Funds to VUSD for VC Indian Education Consortium Services:**

The Partner District, OSD, agrees to contribute \$4,167.75 to VUSD for Indian Education services provided during the 2021-22 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

**Indemnification:**

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

**Cancellation:**

This MOU may be cancelled by either party upon 30 days written notice.

4/27/2021

**Signatures:**

**PARTNER DISTRICT:** Oxnard School District

Authorized District Representative: Lisa A. Franz

Signature: \_\_\_\_\_

Title: Director, Purchasing

Date: \_\_\_\_\_

**PROVIDER:** Ventura Unified School District

Authorized Representative: Rebecca Chandler

Signature:  \_\_\_\_\_

Title: Asst. Supt. - Business Svcs.

Date: 4/28/21



# Ventura County Indian Education Consortium

Ventura Unified School District (LEA)  
Trudy Tuttle Arriaga Education Service Center  
255 W. Stanley Ave., Suite 100  
Ventura, California 93001

<http://tiny.cc/vcindianed>

(805) 641-5000 Ext. 1192 (Office & Records)

Fax: (805) 653-7862

**Robin Jacobs (TOSA), Coordinator**

E-mail: [Robin.Jacobs@venturausd.org](mailto:Robin.Jacobs@venturausd.org)

(805) 641-5000 Ext. 1193

CONEJO VALLEY UNIFIED SCHOOL DISTRICT  
FILLMORE UNIFIED SCHOOL DISTRICT  
HUENEME SCHOOL DISTRICT  
MOORPARK UNIFIED SCHOOL DISTRICT  
OJAI UNIFIED SCHOOL DISTRICT  
OXNARD SCHOOL DISTRICT  
OXNARD UNION HIGH SCHOOL DISTRICT  
RIO SCHOOL DISTRICT  
SIMI VALLEY UNIFIED SCHOOL DISTRICT  
VENTURA UNIFIED SCHOOL DISTRICT  
VENTURA CHARTER SCHOOL  
CAPE CHARTER SCHOOL  
VISTA REAL CHARTER HIGH SCHOOL

## *Presidential Award Winning Program*

**Title VI Federal Project – Serving Public School Districts in Ventura County Since 1974**

## **Ventura County Indian Education Consortium: Service Plan for 2021 – 2022**

With your school district’s continued partnership we can maintain our efforts to preserve the heritage of Native American students in Ventura County and the cultural history of our region. Each district is asked to consider the following formats:

- A district-supported format is possible with additional district contributions for each district’s share of identified Native American students. Next year’s federal grant funding has increased to \$277.85 per student (see table below). Funds will be used to maintain experienced hourly teachers and counselors, as in prior years. Service options include Indian Education through:
  - ✓ Individual/small group lessons to support cultural identity and awareness for eligible Native American students; or
  - ✓ Classroom presentations on Native American themes, and
  - ✓ On-site teacher workshops on Native American themes (open to all teachers).
  
- The basic format relies solely on federal funds (\$79,466) to provide a limited Indian Education program, which meets minimum federal requirements and does not provide school site visits. Services will include:
  - ✓ Indian Education Parent Advisory Committee
  - ✓ Indian Education enrollment and verification support
  - ✓ Indian Education Annual Honoring Ceremony and Events
  - ✓ Indian Education teaching resources/lending library
  - ✓ Indian Education teacher workshops to introduce teaching resources and annual curriculum theme (the theme for 2021 – 2022 is “California Natives and the Chumash Peoples”)
  - ✓ The Ventura Unified School District will continue to serve as the Local Education Agency



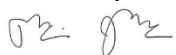
NEXT YEAR'S DATA				THIS YEAR'S DATA			DIFFERENCE	
School District	Indian Education 2021 Student Count	Federal funding SY21-22 per student \$277.85	Proposed District Matching SY21-22	Indian Education 2020 Student Count	Federal funding SY20-21 per student \$253.57	Proposed District Matching SY21-22	Proposed District Matching SY20-21	
CAPE Charter	1	\$277.85	\$277.85	0	0	\$277.85	0	\$277.85
Conejo VUSD	34	\$9,446.90	\$9,446.90	42	\$10,649.94	\$9,446.90	\$10,649.94	-\$1,203.04
Fillmore USD	6	\$1,667.10	\$1,667.10	5	\$1,267.85	\$1,667.10	\$1,267.85	\$399.25
Hueneme ESD	5	\$1,389.25	\$1,389.25	6	\$1,521.42	\$1,389.25	\$1,521.42	-\$132.17
Moorpark USD	18	\$5,001.30	\$5,001.30	19	\$4,817.83	\$5,001.30	\$4,817.83	\$183.47
Ojai USD	5	\$1,389.25	\$1,389.25	6	\$1,521.42	\$1,389.25	\$1,521.42	-\$132.17
Oxnard SD	15	\$4,167.75	\$4,167.75	17	\$4,310.69	\$4,167.75	\$4,310.69	-\$142.94
Oxnard UHSD	19	\$5,279.15	\$5,279.15	21	\$5,324.97	\$5,279.15	\$5,324.97	-\$45.82
Rio SD	7	\$1,944.95	\$1,944.95	9	\$2,282.13	\$1,944.95	\$2,282.13	-\$337.18
Simi VUSD	42	\$11,669.70	\$11,669.70	43	\$10,903.51	\$11,669.70	\$10,903.51	\$766.19
Ventura Charter	5	\$1,389.25	\$1,389.25	2	\$507.14	\$1,389.25	\$507.14	\$882.11
Ventura USD	122	\$33,897.70	\$33,897.70	128	\$32,456.96	\$33,897.70	\$32,456.96	\$1,440.74
Vista Real Charter	7	\$1,944.95	\$1,944.95	7	\$0.00	\$1,944.95	\$1,774.99	\$169.96
Other Publicly Funded Schools	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b>286</b>	<b>\$79,465.10</b>	<b>\$79,465.10</b>	<b>305</b>	<b>\$77,338.85</b>	<b>\$79,465.10</b>	<b>\$77,338.85</b>	<b>\$2,126.25</b>

**Appropriate funding sources may include LCFF and general funds.**

**Consortium superintendents are asked to respond to this request by Monday, June 1** by sending an e-mail to Robin Jacobs at [Robin.Jacobs@venturausd.org](mailto:Robin.Jacobs@venturausd.org) confirming commitment of funds. This will permit final planning for the 2021-22 school year. Rosters of identified Indian Education students for each district can be provided upon request.

**With your district's funding support, Indian Education teachers and counselors will be able to continue to provide school visits to identified Indian Education students.** Developed over 47 years, our program provides hands-on reading lessons and activities enhanced with the use of realia, primary source materials, cultural history, technology and current event topics for the Native American community. We hope to share these resources with students in your district to increase their cultural proficiency and erase misconceptions about Native American people. This is an opportunity to support a historical program and to inspire a new generation of Native American future leaders. Thank you for your partnership and support.

Sincerely,



Robin Jacobs, Coordinator

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement/MOU #21-15 – Tutorific (DeGenna/Fox)**

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Tutorific will provide tutoring for McKinney-Vento & Foster students to improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math.

#### **McKinney-Vento:**

716 students (20 hours of small group tutoring per student)

\$29 per small group student hour @ 20 hours per student x 400 students = \$232,000.00

#### **Foster Youth:**

64 students (20 hours of small group tutoring per student)

\$29 per small group student hour @ 20 hours per student x 64 students = \$37,120.00

**Term of the Agreement/MOU: September 1, 2021 through June 15, 2022**

#### **FISCAL IMPACT:**

\$269,120.00 – ESSER Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-15 with Tutorific.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-15, Tutorific \(19 Pages\)](#)

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

[Certificate of Insurance \(1 Page\)](#)

## OSD AGREEMENT #21-15



Memorandum of Understanding (“MOU”)  
Between  
**Oxnard School District (“OSD”) English Learner Services**  
1051 South “A” Street, Oxnard, CA 93030  
And Tutorific, LLC (“Tutorific”)



- 1. Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).
- 2. Term.** The Term of this Contract begins on September 1, 2021 and ends on June 15, 2022 (“Term”). Sessions may begin as early as 9/1/2021.
- 3. Students.** Selection of Students to participate under this MOU shall be at the discretion of OSD. Two cohorts of Students are identified. Cohort One is “Students who qualify under McKinney-Vento” and Cohort Two is “Students defined as Foster youth.” For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, grade, school, parent(s)/guardian(s) name(s), address, phone number(s), and any information OSD deems helpful in providing service to the Student, including but not limited to test results, 504 plan, IEP, ISP, special education information, level of English language ability and home language.
- 4. Goals, Subjects, and Hours Per Student.** The goals of the Tutorific sessions are to improve Students’ academic performance and, where possible, self-confidence, and to provide a continuity of tutoring as possible within the oft-changing lives of the Students. Subjects may include reading, language arts, and math as determined by Tutorific within the OSD fundamental syllabus and Tutorific may include activities designed to bolster confidence and motivation. (See also Exhibit C.) Students shall initially be allotted twenty (20) hours of sessions but may be dropped by Tutorific upon three consecutive absences or five total absences or, if additional hours are available and unused, may be extended by virtue of good attendance and need.
- 5. Payment.** Upon proper monthly invoicing which includes the number of hours per Student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$29 per hour per Student for small group tutoring and/or 1.75 times this rate for one-to-one tutoring. The budget for this project is based on 400 McKinney-Vento Students and 64 Foster Students for a total of 464 students averaging 20 hours of tutoring each at \$29 per for a total of \$269,120 (McKinney-Vento = \$232,000 and Foster = \$37,120.) Clarifying formula:  $400 + 64 = 464$ .  $464 \times 20 \times \$29 = \$269,120$ .
- 6. Drops.** Tutorific is allowed to drop a Student from this program if it is not possible to provide services due to lack of reasonable parent/guardian support in facilitating the tutoring (including but not limited to guardian inflexibility to accept any of multiple scheduling options and/or Students who tutoring does not commence despite approval of the schedule by guardian and reminders prior to the commencement date).
- 7. Testing & Reporting.** Students shall be tested by Tutorific during their first session(s) (“Pre-Test”) and retested toward the end of each student’s duration of tutoring (“Post-Test”) using the same test series to help ensure a fair comparison of growth. Tutorific shall provide the Pre-Test and Post-Test results to OSD within approximately 30 days of the conclusion of each batch of concluding students, reported monthly as Students begin to finish the program. Along with each

monthly invoice, Tutorific will provide OSD the scheduled attendance for all active students and will report drops and replacements no less than monthly.

**8. Parent/Guardian Communication.** Tutorific shall be responsible for parent/guardian (“Guardian”) communication related to Student scheduling, absences, and make-ups. Tutorific shall remind Guardian by phone or text within twenty-four hours of every session in order to help boost attendance. Tutorific may initiate contact with Students’ Guardian upon approval of this MOU. Tutorific shall provide OSD with a template letter in English and Spanish (based on Exhibit D) informing Guardian about the program, their child’s inclusion, and OSD’s expectations for Students and Guardian.

**9. Location and Form of Tutoring.** In-Person Tutoring shall occur at Tutorific’s Center located at 484 Mobil Avenue, suites 12, 17, 36, 41, Camarillo, CA 93010 or at any location co-approved by OSD and Tutorific. Tutorific shall follow reasonable Covid-19 Protocols while working with Students, including but not limited to mandatory (1) temperature checking, (2) mask wearing, (3) social distancing, (4) cleaning/sanitizing between groups of Students, and following governmental regulations pertaining to Covid-19. Tutorific shall also provide Guardian the option of Online Tutoring utilizing the Chromebooks and/or other technology provided by OSD.

**10. Staff Qualifications.** Tutorific will ensure that all individuals employed, contracted, or otherwise hired by Tutorific to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Tutorific will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Tutorific will deliver designated instruction and services utilizing personnel who have experience working with Student or who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise experienced and/or qualified to provide the service or have experience interacting with English Learner Students, Foster children, homeless children, or kinship children. Tutorific may make exceptions to these qualification with the approval of the Oxnard School District.

**11. Materials.** Tutorific shall supply Students with all educational materials necessary for providing high quality tutoring and self-confidence-building activities. Computer tablets and other electronic devices are to be provided and serviced by OSD.

**12. Independent Contractor.** Nothing in this MOU will be construed to imply a joint venture or employment.

**13. Student Confidentiality.** Student information shall be kept confidential by Tutorific. A copy of all Student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

**14. Incident, Accident, and Child Abuse Reporting.** Tutorific will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code

Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.

**15. Insurance.** Tutorific agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** “Insurance” and made a part of this Contract. 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. Tutorific agrees to provide District with copies of required policies upon request.

**16. Discrimination.** Tutorific shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**17. References to OSD & Tutorific.** All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

**18. Termination.**

**a. Without Cause.** This Contract may be terminated by the OSD or Tutorific at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Tutorific, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Tutorific waives all rights to any further payment of damage. Under no circumstances will Tutorific be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to Tutorific, terminate this Contract in whole or in part at any time because of the failure of Tutorific to fulfill its contractual obligations and the District may, in its sole discretion, provide Tutorific with a reasonable period within which to cure the default. Upon receipt of such notice, Tutorific will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by Tutorific in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by Tutorific of such notice.

**(ii)** If the termination is due to the failure of Tutorific to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Tutorific will be liable for the reasonable costs and expenses related to the transfer of District Students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Tutorific has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

**(iv)** Tutorific will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to Tutorific in accordance with this section will constitute the Tutorific’s exclusive remedy for any termination hereunder.

**19. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**20. Written Notice.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:  
Dr. Aracely Fox  
Director of Dual Language Programs  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

For Tutorific:  
Matt Oppenheimer  
Executive Director / Owner  
Tutorific!  
484 Mobil Avenue, Suite 12  
Camarillo, CA 93010

**OXNARD SCHOOL DISTRICT:**

**TUTORIFIC:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

Matt Oppenheimer, Exec. Director/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Tutorific 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 Tutorific, 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. Tutorific 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Tutorific's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

**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:

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 and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Tutorific performs; products and completed operations of Tutorific; premises owned, occupied or used by Tutorific; or automobiles owned, leased, hired or borrowed by Tutorific. 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 Tutorific's insurance.

(3) Tutorific'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. Tutorific 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 Tutorific 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, Tutorific shall furnish certificates and endorsements from each subcontractor identical to those Tutorific 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 Tutorific 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 Tutorific's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



**EXHIBIT B**

**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 Tutorific under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Tutorific, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

**EXHIBIT C**

**Oxnard School District**

***TUTORIFIC!***

**McKinney-Vento & Foster Program 21/22**



**Combined Proposal**

**Special Population ONE: McKinney-Vento Students  
Special Population TWO: Foster Students**

**May 3, 2020**

Matt Oppenheimer  
Executive Director  
Tutorific  
484 Mobil Avenue, Suite 12  
Camarillo, CA 93010

(805) 482-3730  
[www.tutorific.org](http://www.tutorific.org)

The **objectives** of the two proposed programs detailed herein are to improve the participants' academic skills (including reading, English language arts, and math) while bolstering self-confidence. There are two special populations identified herein, each with their own criteria and rationale for services.

### **Special Population ONE: McKinney-Vento Students**

- Participant Criteria
  - Identified as McKinney-Vento students (approximately 400 students)
  - This group of students struggles with educational continuity and academic growth due to the impermanence of their housing situation. They are likely to live in multiple locations during their time with OSD; motels, shelters, shared housing, vehicles, and other precarious situations. Extra tutoring and support during the 21-22 school year could give them the extra academic and emotional boost they need to succeed.



### **Special Population TWO: Foster Students**

- Participant Criteria
  - Identified as Foster children (approximately 64 students)
  - Separated from their parents, this Special Population is especially vulnerable and in need of academic and emotional support. Statistics clearly demonstrate that foster children are likely to live with multiple families during their childhood and that the continuity of homelife and education remains uncertain. Additional tutoring that is able to continue with them despite other changes in their lives has shown to have an extremely positive impact on their learning, self-confidence, and emotional well-being.

### **Scope of Service**

The same generous scope is being offered to both the aforementioned special populations:

- 20 hours of small group tutoring and support sessions between 9/1/21 and 6/15/22.
  - Depending upon family schedules, individual student ability, attention span, technical issues, and other real-world factors, Tutorific may opt to provide some students with one-to-one tutoring at the rate of 1.75x small group tutoring for some or all of the available hours.

### **Pre- and Post-Testing**

Testing will occur for all participating students and will include reading, fundamental English language arts, and math. Pre-testing will be considered the first session(s) and is used to determine student baselines and needs, and place students within corresponding groups. Post-testing will occur for every student who completes the scope of service. The sets of pre- and post-scores will be provided to the Oxnard School District (OSD) within approximately a month of each student's completion of the program with the last of the scores being submitted prior to Tutorific's final billing.

As has been the prudent approach for many years of working with special populations, Tutorific will endeavor to balance the need for solid data with the real-world need to reduce testing as much as possible to avoid student burn-out and drops which could otherwise occur even at the beginning of the program. (Yes, many students hate testing that much.) Abbreviated and/or adapted versions of testing may be used. The post-tests will tie directly to the pre-tests so that the comparison is meaningful. Sometimes we insert parts of testing a bit ahead of the final sessions because we have learned

that students might drop just prior to post-testing if they aren't going to receive further tutoring. (This is a good example of the advantages Tutorific' has with our vast experience with Special Populations and their parents/guardians.)

## Subjects

The following subjects will be offered:

- Reading,
- Vocabulary,
- Phonics,
- Conversational English, and
- Math



With finite timing, selection and implementation of subject will be determined by general needs, pre-test scores, Tutorific recommendations based on initial testing and ongoing tutoring and also parent input where possible. Tutorific will make the final student-by-student decisions and will also integrate self-confidence and motivational activities within this program because this can have a directly positive effect on student performance at school, on their wellbeing, and on their attendance.

## Benefits Beyond the Primary Goals

The Ventura County Office of Education chose Tutorific to provide services to our county's foster, kinship, and homeless youth for more than a decade because of our ability to make substantial education improvements to those Special Populations and also because of Tutorific's well-earned reputation for boosting students' self-confidence, motivation, and morale. These are important traits for healthy wellbeing and for successful learning. VCOE also relied on us to create SPAC, their study skills course for foster youth which was then adapted for migrant students. Tutorific also has demonstrated our ability improving student outcomes over sixteen years working with OSD's Special Populations.



We understand that success in school is best achieved by working with the "whole child," the mind, interests, self-opinion, and willingness to leap into undiscovered territory.

## Location Options

- **Online**
  - The vast majority of sessions will occur online for this program because our intent is to provide services that can remain with the child regardless of other changes in their lives.
  - Tutorific has multiple rooms dedicated to online teaching outfit with powerful computers, document cameras, access to curriculum, and high-speed internet access.

- Our online sessions often mirror our in-person sessions with modifications for remote work. We even have a special “sound-proof studio” that is acoustically excellent and doubles as our production suite for the educational development we do. (Our staff has over 100 production credits for such organizations as Disney, Nickelodeon, Warner Bros., and LucasFilm including a rare Platinum Album for a children’s read-along and several Parent’s Choice Awards.)

- **Center-Based**

- We know that some OSD parents will only want in-person tutoring at our educational center so we provide this as an option (which doesn’t increase the district’s cost). Certain parents are well aware of our center and believe they’re getting the best possible service and materials by coming to us. Others feel that their child needs in-person to maximize results. We’re happy to provide the options parents wish.



*Our center provides the ideal learning environment. This is the result of extensive research and remodeling. To cope well with Covid-19, we closed down our enrichment center (Wonderarium) and expanded into an additional suite so that we now have 3,000 square feet overall that boasts the following:*

- *A beautiful interior that projects the respect and pride we show our students*
- *Thousands of educational materials available instantly*
- *Ten dedicated learning spaces*
- *A color pallet that is calming and focusing*
- *Daylight temperature lighting which helps keep students alert*
- *Sound-dampening material within the walls and ceiling for a quiet experience*
- *Complete climate control so that students are always comfortable*
- *Student-appropriate tables and chairs*
- *Plenty of space for Social Distancing*



*At our center, we follow **stringent Covid-19 Safety Protocols**, including:*

- *Everyone is temperature-checked before entering.*
- *Everyone uses hand sanitizer upon entry.*
- *Everyone wears masks.*
- *We have excellent social distancing.*
- *We clean and sanitize between every small group.*



Continued.

## The Tutorific Philosophy

This program will be guided by the same principles as our family-direct tutoring with modifications appropriate for Special Populations: It will be...

- Effective (This is why the students are being entrusted to us.)
- Engaging and Enjoyable (We need the kids to want to be involved so that they are willing learners.)
- Self-Confidence Building (This leads to as much progress as the academic portion of teaching.)
- Easily accessible (online or at our center)
- and, importantly, provide continuity of opportunity regardless of a student's living conditions.



## English Language Based Teaching

Our experience has taught us that English immersion is the most effective approach to English reading and language arts. This is as true with learning English as it is with any other language. (If one wants to learn Spanish, it's best to spend time in a Spanish speaking location while learning so that one's mind needs to engage in the local language.) We augment the English with Spanish, as necessary for ELPAC level 1 students. We have bilingual staff able to converse with parents easily in Spanish.

## Student Grouping

We focus on ability level rather than grade level. Using scores provided by the District and within the constraints of the families' availabilities, we will group students with similar abilities so that we maximize task targeting based on pre-testing and OSD data. Depending upon each child, participants may remain within the same group throughout the term of the program or may be moved as the student's abilities and needs evolve. Effective grouping is one of our keys to success. Place a student into too high a group and the student will feel "stupid" and unable. Conversely, place a student in too low a group and the student will feel demeaned and is likely to zone out.

Because this program includes math as well as English Language Arts (ELA), one student may spend some time in sessions geared to specific ELA levels and other time in sessions targeting specific math skills such as addition and subtraction, multiplication, long division, fractions, decimals, etc.

## Two Programs with Shared Approaches

The sessions of both proposals follow similar methods and formats. To eliminate redundancy, they are presented once in this document. The level of material, the speed of new concept presentation, and the percentage of time spent on different tasks is modified to meet the needs of each student. Whether one-to-one or small group, we always include lots of conversation. No student sits on the sideline. We create a comfortable, safe learning atmosphere. Presentation, discussion, computer learning, and whiteboard work may all be utilized depending upon the student. Although many sessions are one hour, we design flexibility into our scheduling to accommodate student ability so the duration of a session could range from thirty minutes for some of the youngest students to two-hour blocks for those able whose parents would like hours grouped. We don't do any form of "busy work" at Tutorific. We only do what advances our students. Exact tasks and assignments will vary by the needs of each small group.



## Topics

- **Reading**

- Grouped by ability and grade
- Dozens of publishers' materials available
- Ability to focus on specific skills such as...
  - Finding the main idea
  - Locating facts
  - Drawing conclusions
  - Determining sequence



- **Phonics**

- We have identified 43 phonetic blends that are especially useful for elementary and middle school students. Surprisingly, many students – especially English learners – only know a fraction of these vital letter combinations. These blends are like puzzle pieces; the fewer known, the harder it is to see the big picture. The better known, the more fluid the reading which, in turn, frees up more “brain-power” to focus on translation and critical thinking. With limited time, we’ll concentrate on speaking and reading (decoding) rather than spelling (coding) both because the decoding skills will be learned faster than the coding skills and because decoding weighs heavier in ELPAC. Phonics will not be assigned to all students.

- **Language Arts**

- When ELA is included in a student’s program, we focus their limited time on core grammar, mechanics, punctuation, and capitalization.

- **Fundamental Math**

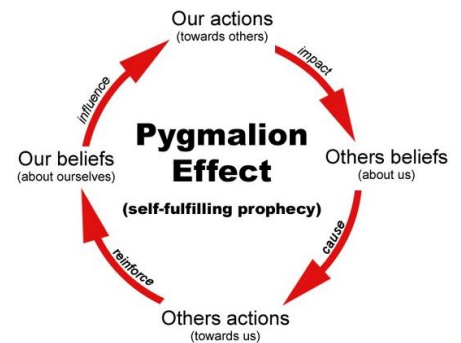
- Many OSD Parents ask us to include math in their children’s programs so we know that it is as wanted as it is vital. Even when we’ve been tasked with – and held a hard line on providing – ELA only, parents will often ask, “Can’t you just add a little math, too?” LOL Both statistically and anecdotally, these are the subject in highest demand for which we will constitute groups:

- Addition/Subtraction
- Multiplication/Division Facts
- Multiple Digit Multiplication
- Long Division
- Decimals
- Fractions
- Percentages
- Conversions (Dec/Frac/%)

## Methodology

- **Interactivity** is key. The moment one starts to “lecture,” the attention of many potentially great learners begins to drift away.
- **Targeted topics** helps ensure that sessions are spent on actual student needs. For example, there is a logical progression to acquiring fundamental math knowledge. The most effective long-term learning occurs when tutoring is targeted to the earliest “missing pieces” and then work forward through each skill in ever-increasing complexity.

- **Age-Interest appropriate approach** is vital to sustaining student interest. We understand that while a 5<sup>th</sup> grader may only be able to navigate 1<sup>st</sup> or 2<sup>nd</sup> grade material, that student still wants to be treated like a 5<sup>th</sup> grader on the verge of middle school. Teach “down” to a student and the student will feel demeaned, unsuccessful, and unable. As bad, the student will feel that the tutor is out of sync, that the program was designed for “babies,” and that there’s no point in remaining involved.
- **Caring instruction** leads to greater “investment” by the students so we infuse sessions with discussions about the students, their interests, their experiences. The willingness to make mistakes while learning English increases proportionately with the degree to which the student knows the tutor cares, and trusts that the tutor will be protective of the student’s feelings.
- **Motivation** is achieved at Tutorific in a variety of ways:
  - Earned praise
  - Verbal confirmation of progress
  - Participation, Excellence, and Attendance Awards



## Personnel

Our staff of tutors and administrators are dedicated, efficient, tested, cleared, and trained. We have a spectacular team. Everyone has experience. We have public school teachers, private school teachers, special education teachers, early education specialists, curriculum developers, para-educators, folks with multi-lingual experience, resource folks, staff who have worked with foster and homeless youth, etc. We’re the only tutoring organization of which we’re aware that actually tests applicants in math. Everyone is DOJ and TB cleared. Everyone goes through our materials and methodology training. Working with the students is the highlight of our days. Our students sense that and work extra hard to make us proud.



### Lack of District Staff Availability

A very real and important factor to consider in deciding whether or not to provide this program in-house is the lack of staff who want to work after 4:00 PM especially now with the challenges, demands, and frustrations of teaching classes online. We know from years of experience with numerous school systems that this will be an incredible challenge for the District. Contracting with Tutorific will save the District a major staffing headache while allowing District teachers to focus on their primary objective; their own classes.

It should be noted that as difficult as it is for the District to fill after-school positions, the challenge is increased by the fear that many individuals have of teaching in-person during the pandemic or the difficulties they face transitioning from online back into the classroom.

And the constant interaction with parents to ensure attendance will fall to District administration rather than the teachers. The program’s effectiveness won’t be determined by the number of group sessions the teachers teach but rather by the number of student tutoring hours completed.



## Tutorific / OSD Communication

Based on more than 15 years of interaction, the OSD team knows it can count on us to keep you informed from beginning to end, and count on you for timely and accurate student information. Our goals are united and we're always looking for ways to support the District in meaningful ways.

### Deliverables

- Monthly billing within approximately 30 days of the end of each month.
- Scheduled attendance corresponding with, and accompanying, the monthly billing.
- Pre- and Post-Test scores within 30 days of the conclusion of each batch of students.

### Student Scheduling and Administration

Tutorific is well known for our positive and effective bilingual parent communication. Our Full-Service Parent Support includes:

- creating the district's initial information letter to parents
- initial parent contact (via phone, text, and/or email),
- data collection (from the district and parent/guardian),
- scheduling (initial and if family requests change),
- repeated attendance reminders (vital!)
- attendance record keeping
- and being easily available to parents in order to answer questions and provide information



### Parent Communication

Ongoing administrative communication with migrant parents can be challenging. Phone numbers can change frequently or phones are shared. Parent workhours often begin early and workdays are long. Many are not allowed phone access while working. Some families will move once or more during the term of the program. We make a point of staying in close contact with the families we serve. We consider ourselves responsible for an absence if we failed to remind the parent via call or text within a day of each session. We consider the session used if the guardian has confirmed scheduling and has been reminded within a day of tutoring but the student does not attend. This means we typically interact each parent/guardian more than twenty-five times during the twenty sessions. While we may ask the District for updated information, historically we have often provided the District with updates even before the parent informs the school. That may be especially true with these Special Populations and during the pandemic in that the District laptops travel with the student and it is difficult to know if the student has moved, changed families, or become homeless.

**The degree to which our administrative efforts and excellent communication plays a role in student success cannot be overstated.** Our success during the nine years of NCLB with OSD was due to the excellence of our tutoring and the degree to which we connected with the parents. Families feel connected to us. The kids loved the experience and the parents went out of their way to make sure their children attended.

Continued.

To begin, we will contact the families as soon as possible in three ways:

- Phone
- Text (if available to the parent)
- Email (if available [less likely])
- Mail (if in coordination with OSD; Tutorific prepares the master document, OSD copies and distributes)

We suggest that the initial bilingual letter and invitation include both the District's logo and Tutorific's, and that it be cosigned by both organizations so that the parents understand that the program is legitimate.

To build self-confidence from the beginning, the programs will be presented to the families as something the students have EARNED because we all see their GREAT POTENTIAL. We'll reinforce the idea that they are lucky to have been selected and must attend regularly to earn Certificates of Completion. At the same time, OSD and Tutorific will present this as required learning; a program that the students need to attend unless there is a health reason not to participate.



## Cost

400 students will be identified as possible recipients in proposal #1, drawn from a list of more than 1,000 McKinney-Vento students. Selection will be based on, but not limited to, such criteria as need, ability to schedule, guardian willingness. Each will be given approximately 20 hours of tutoring. The reality of the challenges faced by this special population means that more than 400 students may be contacted in order to provide the number of hours equivalent to 400 students receiving 20 hours each;  $400 \times 20 = 8,000$  hours of services. At \$29 per small group student hour, with the total program cost for proposal #1 is \$232,000.

This INCLUDES staffing, staff wages, high CA and FED fringes, all educational materials, curriculum planning as well as the curriculum itself, parent coordination, scheduling, testing (both pre and post), reporting of scheduled attendance and testing, and all administration. Quite simply, the cost can't be beat. And this is to say nothing of the burden this lifts from OSD administrative and educational staff. This is a major program on top of the huge demands of ongoing school and after-school programs.

There are 64 Foster students (in proposal #2) who also require 20 hours of tutoring. We are budgeting based on all 64 because, although this special population is also far less stable in their living conditions/locations than others in the school system, we are planning to allocate unused portions of the 20 hours per child allotment to extend the hours of those who remain in the program who also would clearly benefit from the additional support. The cost of this proposal is \$37,120. This "rollover" approach will be used on both proposals as a way to maximize the programs' positive reach, thus the total cost, all inclusive, for both proposals combined is \$269,120.

## Savings Comparison to District Direct Costs

If one considers that the District's teacher cost is at least \$55 per hour and that there is an approximate 26% fringe of another \$14 per hour, the additional cost of providing services directly begins to become evident. The actual cost would be much higher in that the District would also have facility and facility support expenses, program design, materials costs, additional administrative support, and parent support costs. Costs aside, it would be incredibly difficult to find District teachers willing to add these hours to their day...during a pandemic...as they are transitioning yet again between online and in-school...with none of us knowing if another wave or variation of Coronavirus is on its way.

## Tutorific Background

The Oxnard School District knows us well. We have worked together for more than 16 years. Here's just a bit more information that relates directly to our ability to provide this program.

Tutorific has a 50-year history of success right here in west Ventura County. We have earned numerous awards for our work including two from the Ventura County Office of Education and two Congressional Certificates of Special Recognition. Our staff also has more than 100 production credits for the development of educational materials and children's edutainment products. This includes work for such companies as Disney Educational Materials, Nickelodeon, Cartoon Network, Warner Bros., and LucasFilm; even winning RIAA Platinum Album status for a Star Wars based children's read-along. Letters of Commendation from the cities of Camarillo & Ventura.

Tutorific served many hundreds of local English Learners during the nine years we participated as the number-one selected NCLB tutoring organization but in terms of parent preference and the amount of tutoring given to families. Where some companies provided as little as six to ten hours, Tutorific gave thirty.

We were the provider of tutoring to the Ventura County Office of Education for foster, kinship, and homeless students for twelve years, until that responsibility shifted to individual LEAs.

We continue to provide tutoring on behalf of the Special Education departments of OSD and Santa Paula School District for students with a wide range of needs and abilities.

Tutorific was NASA's Ventura County host of "NASA's Summer of Discovery."

We also developed the SPARC study skills program for the Ventura County Office of Education's especially for use with Foster Youth and Migrant Populations.

Beyond the proven success of our one-to-one and specialty small group tutoring, Tutorific is known for our ability to think BEYOND the box, not just outside it. We created and provided an entire Special Education Summer Program for the Oxnard School District for which students were bussed to our center as well as an ELL summer program for Briggs School District. For their summer programs, Oxnard School District and Briggs School District both used our kinesthetic math program which teaches math facts via body movement; engaging and effective. We provided everything; staff, curriculum, educational materials. We also developed and ran our "Brain Camp" for your district; again, providing everything. This exciting program was all about stimulating critical thinking skills in inventive ways.

Our Executive Director has both an educational and community development background. He was the manager of The Walt Disney Educational Media Company, was twice an overseas United States Peace Corps Volunteer and then Associate Peace Corps Director. He was Director of the Bombali Experimental Elementary School and Teacher Training Center, and lecturer of education and child development at the Makeni Teacher's College. He worked closely with Dr. Mae Jemison to facilitate the opening of "The Jemison Institute of Advancing Technologies in Developing Nations at Dartmouth College" where he also lectured in the subject as part of the NASA funded "The Earth We Share" program. He twice consulted overseas for USAID funded programs and has educational publishing credits from MacMillan and Prentice-Hall.



**Bottom Line: Done right. Done simply. Done less expensively.**

THIS is what we do. We do it incredibly well while reducing work-overload and stress at the District level. We make sure that the program reaches its goals, makes a positive difference, and provides results we can all be proud of.

This is why we've been in business 50 years, been hired by 14 school districts, received two Awards of Excellence from the Ventura County Office of Education and two Certificates of Special Congressional Recognition. We do it right.



**EXHIBIT D**

**SAMPLE PARENT/GUARDIAN INFORMATIONAL LETTER  
(Will be provided in English and Spanish; subject to modification)**

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OXNARD SCHOOL DISTRICT

IMPORTANT  
NOTICE OF ADDITIONAL TUTORING 20-21

(Student's Name)  
(Student's School and Grade)

Dear Parent or Guardian,

You are receiving this letter because your student qualifies for after-school small-group tutoring in one or more vital subjects. This program is **NO COST** to you and is available only to a limited number of qualified students such as yours. We are pleased to share with you that services are being provided by Tutorific, an excellent and effective organization with whom our district has worked for more than sixteen years. To be effective, participation is required. **Attendance is important and is reported** by Tutorific to the district. Absences will result in your child being dropped from this program. If dropped, a student cannot reenroll. We are counting on you to support our efforts to help your student.

Subjects may include **reading, English language arts, and/or math** based on your student's pre-test which will occur during the first session.

You have two location options: **Online** participation from your home using your student's iPad **or at Tutorific's education center** in Camarillo which is limited and assigned on a first-come basis within each subject and grade. Transportation is not provided.

**Your child will receive approximately 20 hours of sessions. Your child's start date, session days, and session times may depend upon how quickly you respond to the upcoming call from Tutorific. You may expect a call or letter from Tutorific within the next 30 days.**

Congratulations! This is an excellent opportunity for your student.

Service Provider: Tutorific. 484 Mobil Avenue, Suite 12, Camarillo, CA 93010.  
Tutorific's Parent Line: 805-276-1507

Sincerely,

Dr. Aracely Fox  
Director of Dual Language Programs  
Oxnard School District

## Support for McKinney-Vento Students

<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Identified as McKinney-Vento students</li> <li>• OSD and Tutorific will select participants from qualified current students</li> </ul>
<b>Rationale</b>	<p>This group of students struggles with educational continuity and academic growth due to the impermanence of their housing. They are likely to live in multiple locations during their time with OSD; motels, shelters, shared housing, vehicles, and other precarious situations. Extra tutoring in vital subjects during the 21-22 school year could give them the extra academic and emotional boost they need to succeed.</p>
<b># of Students</b>	<p>1,032 Qualify (Approximately 716 are expected to participate due to the unstable nature of these students' lives and living conditions.)</p>
<b>Scope of Service:</b>	<p>20 hours of small group tutoring per student between 9/1/21 and 6/15/22 (If in the interest of the child, a 1:1 session can count as 1.75 small group sessions.)</p>
<b>Service Provider Option #1</b>	<p><b>TUTORIFIC!</b>  <math>\\$29 \text{ per small group student hour @ } 20 \text{ hours} \times 400 \text{ students} = \\$232,000</math>                  All Inclusive.</p> <p><b>Pros:</b> Tutorific's Rate is inclusive of fringes, administration, and materials as well as pre- and post-testing. (No price increase from last year.) Tutorific will provide staff (their facilities, computers, and training) as well as the educational content and parent coordination. Parents will be given multiple online and in-center schedule options. Online tutoring will help ensure that students can continue the program even if their housing changes. Tutorific will coordinate scheduling, reminder calls, make-ups and parent relations thus saving the district a tremendous amount of cost and administration. Tutorific has provided our district's Special Populations with effective tutoring for more than 16 years (ELL, Migrant, Special Education, Foster, Kinship, Homeless). Tutorific can begin scheduling students almost immediately upon approval continue to provide services throughout the school year.</p> <p><b>Cons:</b> None</p>
<b>Service Provider Option #2</b>	<p><b>District Teachers</b>                  Teachers: <math>\\$55 \text{ per hour @ } 20 \text{ hours} \times 400 \text{ students} = \\$440,000</math>                  Fringe is an ADDITIONAL = <math>\\$114,400</math>                  Administrative Support: Approximately 12,000 additional                  Educational Materials: ADDITIONAL EXPENSE                  Facility Expenses: ADDITIONAL EXPENSE</p> <p><b>Pros:</b> Tutoring could start as soon as teachers applied BUT staffing will be a challenge.</p> <p><b>Cons:</b> True cost is much higher. We would need to use our sites or find locations. Tutoring would have to start after 4pm the end of the teacher workday. Substantial time would be required to test, schedule, coordinate, and track 716 students from across the district. Finding teachers willing to work after school hours, especially during the pandemic and the shift back to classrooms. District in-person/online status isn't solid; alternate strains of virus are unknown.</p>

## Support for Foster Students

<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Identified as Foster Children / Foster Youth</li> <li>• OSD and Tutorific will select participants from qualified current students</li> </ul>
<b>Rationale</b>	<p>Separated from their parents, this Special Population is especially vulnerable and in need of academic and emotional support. Statistics clearly demonstrate that foster children are likely to live with multiple families during their childhood and that the continuity of homelife and education remains uncertain. Additional tutoring that is able to remain with them despite other changes has shown to have an extremely positive impact on their learning and self-confidence.</p>
<b># of Students</b>	64 Foster Students
<b>Scope of Service:</b>	<p>20 hours of small group tutoring per student between 9/1/21 and 6/15/22 (If in the interest of the child, a 1:1 session can count as 1.75 small group sessions.)</p>
<b>Service Provider Option #1</b>	<p><b>TUTORIFIC!</b>  <math>\\$29</math> per small group student hour @ 20 hours x 64 students = <math>\\$37,120</math>                  All Inclusive.</p> <p><b>Pros:</b> Tutorific’s Rate is inclusive of fringes, administration, and materials as well as pre- and post-testing. (No price increase from last year.) Tutorific will provide staff (their facilities, computers, and training) as well as the educational content and parent coordination. Parents will be given multiple online and in-center schedule options. Online tutoring will help ensure that students can continue the program even if their housing changes. Tutorific will coordinate scheduling, reminder calls, make-ups and parent relations thus saving the district a tremendous amount of cost and administration. Tutorific has provided our district’s Special Populations with effective tutoring for more than 16 years (ELL, Migrant, Special Education, Foster, Kinship, Homeless). Tutorific can begin scheduling students almost immediately upon approval continue to provide services throughout the school year.</p> <p><b>Cons:</b> None</p>
<b>Service Provider Option #2</b>	<p><b>District Teachers</b>                  Teachers: <math>\\$55</math> per hour @ 20 hours x 64 students = <math>\\$70,400</math>                  Fringe is an ADDITIONAL = <math>\\$18,304</math>                  Administrative Support: Approximately <math>\\$3,800</math> additional                  Educational Materials: ADDITIONAL EXPENSE                  Facility Expenses: ADDITIONAL EXPENSE</p> <p><b>Pros:</b> Tutoring could start as soon as teachers applied BUT staffing will be a challenge.</p> <p><b>Cons:</b> True cost is much higher. We would need to use our sites or find locations. Tutoring would have to start after 4pm the end of the teacher workday. Substantial time would be required to schedule and coordinate 64 students from across the district. Finding teachers willing to work after school hours, especially during the added stress of a pandemic (and the in-school/remote teaching situation) could present a problem.</p>







## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-16 - Ventura County Office of Education/SELPA (DeGenna/Nocero)**

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Ventura County Office of Education/SELPA Social/Emotional Services Specialists will provide services to general education Oxnard School District students during the 2021-2022 school year.

**Term of Agreement:** September 1, 2021 through July 31, 2022

#### **FISCAL IMPACT:**

SESS Services Cost: 4 hours per week at \$90.00/hour x 48 weeks = \$17,280.00 - MAA

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-16 with Ventura County Office of Education/SELPA.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-16, Ventura County Office of Education \(1 Page\)](#)

Ventura County SELPA

# AGREEMENT

## FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST

2021-2022

This will serve as an agreement with Oxnard School District-General Ed. Program to cover hourly costs for services provided by VC SELPA staff as follows:

### Social/Emotional Services Specialist

Hours/Days per week: 4 hours per week

Cost per hour: \$90.00 per hour

Formula:  $(4 \text{ hrs/wk} \times \$90/\text{hr}) = \$360.00 \times 48 \text{ weeks} = \$17,280.00$

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1<sup>st</sup> to June 30<sup>th</sup> only.

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

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

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

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

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

\*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

***This agreement is in effect from September 1, 2021 through July 31, 2022.***

District Administrator \_\_\_\_\_

Title Director, Purchasing Date \_\_\_\_\_

SELPA Director  Date 4/12/2021

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-17 - Diane Turini-Mize, LMFT, SEP (DeGenna/Nocero)**

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Diane Turini-Mize will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others.

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten through 8th grade. Support will be on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She also has the capability to work via HIPAA compliant Tele-Health if needed.

**Term of Agreement: August 24, 2021 through June 30, 2022**

#### **FISCAL IMPACT:**

Not to exceed \$92,000.00 – MAA Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-17 with Diane Turini-Mize.

#### **ADDITIONAL MATERIALS:**

- Attached:** [Agreement #21-17, Diane Turini-Mize \(13 Pages\)](#)
- [Proposal \(1 Page\)](#)
- [Certificate of Insurance \(2 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #21-17**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of June 2021 by and between the Oxnard School District (“District”) and Diane Turini-Mize, LMFT, SEP (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 24, 2021** through **June 30, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety-Two Thousand Dollars (\$92,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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



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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Jodi Nocero  
Phone: (805) 385.1501, x2161  
Fax: (805) 487.9648

To Consultant: Diane Turini-Mize, LMFT, SEP  
Marriage Family Therapist #38366  
4309 Deepwell Lane  
Moorpark, CA 93021  
Phone: (805) 405.0718  
Fax:

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**DIANE TURINI-MIZE, LMFT, SEP:**

\_\_\_\_\_  
*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 #21-17

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-17**

**SERVICES**

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

**\*CONSULTANT WILL PROVIDE INDIVIDUAL AND/OR FAMILY PSYCHOTHERAPY FOR STUDENTS IN KINDERGARTEN THROUGH 8<sup>TH</sup> GRADE AS NEEDED IN THE OXNARD SCHOOL DISTRICT DURING THE 2021-22 SCHOOL YEAR.**

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

N/A

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

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

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

- None.  
 See attached list.

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

- None.  
 See attached list.

**VII. AMENDMENT**

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

- Not Project Related  
 Project #21-17

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-17**

**COMPENSATION**

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

***\*\*TOTAL FEE NOT TO EXCEED \$92,000.00***

**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 or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$92,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-17**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #21-17

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 #21-17

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-17**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



Diane Turini Mize, LMFT, SEP  
Licensed Marriage Family Therapist 38366  
Somatic Experiencing® Practitioner  
4309 Deepwell Lane  
Moorpark, CA 93021  
805-405-0718

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Diane Turini Mize, Licensed Marriage Family Therapist #38366

Date: April 30, 2021

RE: Proposal for Individual and/or family Psychotherapy for students K-8<sup>th</sup> grade in the Oxnard School District.

**SCOPE OF WORK:**

Diane Turini Mize, Licensed Marriage Family Therapist #38366 will provide individual and/or family psychotherapy for students in Kindergarten - 8<sup>th</sup> grade in the Oxnard School District. She will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impacts the student's academic achievement and the learning of others. In addition, she will facilitate student learning of anger management and decision making skills. Upon completion of assigned psychotherapy sessions, she will write a letter indicating the psychotherapy requirement has been met. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District.

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten-8<sup>th</sup> grade in the Oxnard School District. Support will include on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will collaborate with counselors on difficult cases, triage, and emergency cases based on individual need as requested by the Director of Pupil Services. She also has the capability to work via HIPAA compliant tele-health if needed.

Diane will participate in weekly OSD CoST meetings as support for individual students in crisis. She will participate in OSD Opportunity Class monthly meetings as well as weekly/bi-weekly site Opportunity Class meetings.

Additional areas of expertise: Somatic Experiencing Practitioner (trauma resolution) , trained in EMDR Eye Movement Desensitization and Reprocessing (trauma resolution), trained in Capicatar Community Wellness Education, Supervisor of Marriage and Family Therapist Associates at the Free Clinic of Simi Valley, Simi Valley, CA.

Dates of Service: Academic School Year 2021-2022, 5 days a week.

Consultant Compensation: \$92,000



## Certificate of Liability Insurance

Date Issued: 01/11/2021

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058  
**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** DianeTurini Mize MFT  
Diane Mize  
4309 Deepwell Lane  
Moorpark, CA 93021

**Policy Number:** AR81812  
**Policy Term:** 02/21/2020 to 02/21/2022

### Covered Locations

**Professional Liability:** Portable coverage, not location specific

**General Liability Insured Location(s):**

1633 Erringer Rd #207, Simi Valley, CA 93065

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	\$ 1,000,000	\$ 3,000,000
▫ Fire/Water Legal Liability	\$ 250,000	\$ 250,000
Business Personal Property	\$ 15,000	\$ 15,000

**Comments/Special Descriptions:**

### Certificate Holder

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

**Certificate Holder has been added as an additional insured**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Phillip Hodson

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.**

### **Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, this policy is amended as follows:

**Oxnard School District** is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Oxnard School District**.

Additional Insured Name and Mailing Address:  
Oxnard School District

1051 South A Street  
Oxnard, CA , 93030

All other terms and conditions of this policy remain unchanged.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Agreement #21-18, CSBA's Practi-Cal Inc. (DeGenna/Jefferson)**

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CSBA's Practi-Cal Incorporated will provide technical support for the collection and submission of direct service Medi-Cal billing. Professional development will be provided to staff to ensure compliance with state and federal guidelines, maximize reimbursements, and ensure staff knowledge of billable activities and regulations. CSBA will serve as the authorized billing agent for OSD to file and process claims to DHCS, or state contracted designee, for reimbursement of health care and/or related services provided by the District's professionals to eligible students.

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

#### **FISCAL IMPACT:**

Total cost not to exceed \$140,639.64 - LEA Medi-Cal funds.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-18 with CSBA's Practi-Cal Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-18, CSBA's Practi-Cal Inc. \(9 Pages\)](#)

CSBA's  
PRACTI-CAL

MEDI-CAL LEA BILLING OPTION SERVICES AGREEMENT BETWEEN  
THE  
OXNARD ELEMENTARY SCHOOL DISTRICT  
AND  
CSBA'S PRACTI-CAL, INC.

Whereas the DISTRICT (hereinafter referred to as "DISTRICT") desires to contract for Medi-Cal LEA Billing Option services; and CSBA's Practi-Cal, Incorporated (hereinafter referred to as PRACTI-CAL) is willing to provide such services through its Medi-Cal Services Program;

Now, therefore in consideration of the mutual Agreements and definitions contained herein, the parties hereto agree as follows:

**1. Definitions** The parties agree to this agreement and mutually accept the following definitions of the enumerated terms:

- 1.1 PRACTI-CAL means Practi-Cal, Incorporated. When used in the context of the performance of tasks, this is extended to include its subcontractors when performing duties in connection with this contract.
- 1.2 DISTRICT means an independent public school district, county office of education, Office of the County Superintendent of Schools, Special Education Local Plan Area or community college district in the State of California.
- 1.3 AGREEMENT means this contract between the DISTRICT and PRACTI-CAL, along with exhibits A and B.
- 1.4 Claim means the right of the DISTRICT to seek reimbursement for a service or services provided to a named student on a given day by a named service provider.
- 1.5 LEA means a Local Educational Agency.
- 1.6 DHCS means Department of Health Care Services.
- 1.7 SELPA means a Special Education Local Plan Area.

**2. Commencement, Amendment, and Termination**

**Commencement**

- 2.1 The parties hereby enter into this agreement for the period of three years beginning on 07/01/2021 and remaining in full force and affect, except as amended or terminated as hereinafter provided.

- 2.2 This agreement shall become subject to amendment in the event any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits or modifies any services or actions contemplated by this AGREEMENT.
- 2.3 Any alterations, variations, modifications or waivers of provisions of this AGREEMENT shall be valid only when they have been reduced to writing, duly signed and attached to the original of this AGREEMENT.
- 2.4 This AGREEMENT may be terminated at any time by either party giving not less than ninety days written notice before the end of the term or the automatic renewal date.
- 2.5 This AGREEMENT shall become subject to termination in the event of any legislative, executive or regulatory action or any court decision which, in the judgment of PRACTI-CAL, prohibits the expenditure of federal and/or state funds for the services or actions contemplated by this AGREEMENT.

**3. PRACTI-CAL Responsibilities:** PRACTI-CAL is responsible for the duties specified in Exhibit A, whether provided by internal staff or by its subcontractor or its designee.

**4. DISTRICT Responsibilities:** The DISTRICT is responsible for performing the duties specified in Exhibit B.

### **5. Fees for Services**

- 5.1 In consideration for all services rendered pursuant to this AGREEMENT the DISTRICT shall pay PRACTI-CAL an annual fee based on an average of DISTRICT's prior reimbursement history. This fee will be adjusted annually to reflect changes in the DISTRICT's billing performance. **The DISTRICT can choose to pay this fee using one of the following methods:**

Annually = \$46,879.88  
Quarterly = \$11,719.97  
Monthly = \$3,906.66

- 5.2 PRACTI-CAL reserves the right to collect all fees that are due for any period preceding notice of termination or actual termination whichever occurs last. PRACTI-CAL will provide the DISTRICT an invoice for services provided during each month via email shortly after the end of the calendar month. The DISTRICT shall pay PRACTI-CAL according to the following schedule:

- A) If the DISTRICT check is dated less than forty five (45) days after the date on the PRACTI-CAL invoice, the DISTRICT shall pay the amount of the PRACTI-CAL invoice.
- B) If the DISTRICT check is dated more than forty four (44) days after the date on the PRACTI-CAL invoice, a late payment fee of two percent (2%) shall be added on the

forty fifth (45th) day and another two percent (2%) shall be added on each thirty day anniversary of the forty fifth (45th) day until payment is made.

- 5.3 Parties understand that this contract is to provide software and consulting services, including the services listed in Exhibit A of the existing contract. Although one of the PRACTI-CAL responsibilities is to file claims on behalf of the DISTRICT, the fees payable are not related in any way to any amounts, which will be billed or collected from Medi-Cal.

**6. Events of Default:** Upon the occurrence of an event of default by either party to this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving the appropriate written notice to the defaulting party. Each of the following events constitutes an event of default:

6.1 If DISTRICT fails to make any payment on or before the due date and fails to cure this delinquency within thirty days of such delinquency.

6.2 If DISTRICT commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from PRACTI-CAL to the DISTRICT, then PRACTI-CAL may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

6.3 If PRACTI-CAL commits any breach of any covenant, warranty or agreement herein contained, and fails to remedy any such breach and such failure shall continue for fifteen days after written notice thereof from the DISTRICT to PRACTI-CAL, then the DISTRICT may, at its option, and in addition to any other remedies to which it may be entitled, cancel and terminate this AGREEMENT by thirty days notice in writing to such effect.

**7. Errors and Omissions:** No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under the AGREEMENT, provided such errors and omissions are reported as soon after discovery as possible. Both parties agree to carry such errors and omissions insurance as will protect the other party from injury not the fault of the injured party.

## **8. Confidentiality:**

- 8.1 Except to the extent permitted under federal or state law, regulation or standards; and to the extent required to qualify students as clients or beneficiaries of services for benefits for which they are, or may be, entitled under State, local or federal entitlement or laws, under policies, contracts or insurance payments contemplated within the scope of this AGREEMENT, PRACTI-CAL shall not during or after the period of this AGREEMENT, without authorization from the DISTRICT, disclose or use for the benefit of any person, corporation or other entity or itself, any files or any other confidential or personally identifiable information concerning students and/or their families. Confidential or personally identifiable information shall mean information not generally known to the public which is disclosed to

PRACTI-CAL, its agents or employees, or known by them as a consequence of this

AGREEMENT, whether or not pursuant to this AGREEMENT.

- 8.2 The DISTRICT shall not, except to the extent permitted or required by law, disclose any proprietary information it may learn as a consequence of this AGREEMENT, to anyone other than an employee of the DISTRICT, who requires such information to perform hereunder, or an employee of PRACTI-CAL or its designee.

**9. Warrantees:** The DISTRICT represents and warrants that:

- 9.1 This instrument is executed with the full knowledge of and understanding of its term and meanings by the DISTRICT and is executed by a person who has the authority of the governing board to do so.
- 9.2 This instrument is being executed in multiple counterparts, each of which are the same AGREEMENT and any of which shall be considered an original instrument.
- 9.3 All information provided or otherwise supplied to PRACTI-CAL or its designee shall, to the best of its knowledge and belief, be true, accurate and complete and that the DISTRICT has the right to file such CLAIMS as documented.
- 9.4 That the filing of claims through PRACTI-CAL pursuant to this AGREEMENT will not be knowingly in violation of any law or contract to which the DISTRICT is a party.
- 9.5 That neither the DISTRICT nor its employees shall submit Medicaid CLAIMS except through PRACTI-CAL during the term of this AGREEMENT.

**10. Ownership of Products of AGREEMENT:** The parties hereto agree that all forms, materials, software and other documents including, but not limited to, criteria, policies and procedures developed by PRACTI-CAL as a direct result of, or instrumental to, this AGREEMENT shall, at all times, remain the property of PRACTI-CAL and may not be distributed, published or sold to third parties, persons or entities without the express, written consent of PRACTI-CAL.

**11. Remedies of the Parties**

- 11.1 The parties hereto acknowledge that, notwithstanding the fact that this AGREEMENT is terminable upon notice, the restrictions contained in this AGREEMENT are reasonable and necessary protection of the legitimate interests of the parties, that any violation of the terms of this agreement might cause substantial injury to the parties and that the parties hereto would not have entered into this AGREEMENT without receiving the additional consideration offered by each party in binding itself, its agents and its employees to these restrictions. In the event of violation of any of these restrictions, each party shall be entitled to preliminary and permanent injunctive relief in addition to any other remedy.
- 11.2 Disputes with respect to this AGREEMENT shall be discussed and resolved, if possible, by authorized representatives of PRACTI-CAL and the DISTRICT. The parties hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties are not successful in resolving such dispute within thirty days from the date such dispute arises, then either party shall be free to exercise any rights it might have



under paragraphs 2.3, 2.4, 2.5 of this AGREEMENT or under the law without the necessity of seeking judicial cancellation of this AGREEMENT and without the necessity of a formal placing in default.

- 11.3 All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the parties to this AGREEMENT at their addresses set below unless changed from time to time, in which event each party shall notify the other in writing of such change. All such notice shall be deemed duly given if deposited, registered or certified mail, in the United States mail to: Practi-Cal, Inc. PO Box 981000, West Sacramento, CA 95798-1000

## **12. Liability and Insurance**

- 12.1 The parties agree to maintain in force errors and omissions insurance as may reasonably be required by the other party.
- 12.2 PRACTI-CAL agrees to hold harmless and indemnify the DISTRICT from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by PRACTI-CAL.
- 12.3 DISTRICT agrees to hold harmless and indemnify PRACTI-CAL from any claim arising out of any act of omission or commission which is deemed to be caused by gross negligence and/or willful reckless conduct by DISTRICT.

## **13. Miscellaneous Provisions**

- 13.1 This AGREEMENT comprises the entire AGREEMENT between the DISTRICT and PRACTI-CAL and may be amended only in writing and by mutual consent of both parties.
- 13.2 The headings, titles and sub-titles in this AGREEMENT have been inserted solely for convenient reference and shall be ignored in its construction.
- 13.3 This AGREEMENT has been negotiated and executed in the state of California and the laws of that state shall govern its construction and validity.
- 13.4 This AGREEMENT shall inure to and shall be binding upon the parties hereto, the successors and assigns of the DISTRICT and PRACTI-CAL.
- 13.5 The purpose of this AGREEMENT is not to be defeated by a narrow, technical construction of its provisions. This AGREEMENT shall be considered as an honorable undertaking and shall be subject to a liberal construction for the purpose of giving effect to the intentions of the parties hereof.
- 13.6 The waiver by either party of any breach or violation of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach or violation hereof.
- 13.7 If any provision of this AGREEMENT shall be held invalid or unenforceable, the remainder of this AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it

shall remain in full force and effect with respect to all other circumstances.

#### 14. California AB 1584 Compliance (Parties agree as follows)

- 14.1 Pupil records<sup>1</sup> obtained by PRACTI-CAL from DISTRICT continue to be the property of and under the control of the DISTRICT.

<sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other DISTRICT employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by PRACTI-CAL, (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications

- 14.2 The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: **Provide a written request to the District's Program Coordinator. The District's Chief Technology Officer will also consider the request with PRACTI-CAL to retain possession and control of the content where feasible.**<sup>2</sup>

<sup>2</sup> Procedure provided will likely depend on the capability of the technology, provided by PRACTI-CAL. The information will likely have to be provided by PRACTI-CAL to demonstrate product compliance.

- 14.3 The options by which a pupil may transfer pupil-generated content to a personal account include: **A written request will be provided to the District's Program Coordinator and reviewed by the District's Chief Technology Officer detailing the content requested and the destination personal account information.**

- 14.4 Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **Parent or legal guardian will contact district to make a records request. District program coordinator will pull records from SpEdCare and provide to the parent. PRACTI-CAL will not provide records to parents.**

- 14.5 In the event of an unauthorized disclosure of a pupil's records, PRACTI-CAL shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: **PRACTI-CAL will inform District's Chief Technology Officer and Program Coordinator of unauthorized disclosure.**

- 14.6 PRACTI-CAL shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this AGREEMENT.

- 14.7 PRACTI-CAL certifies that a pupil's records shall not be retained or available upon completion of the terms of this AGREEMENT, except for a case where a pupil chooses to establish or maintain an account with PRACTI-CAL, for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: **PRACTI-CAL will archive**

pupil data and deactivate active district logins. Since pupil data is contains medical records that are auditable by state and federal agencies, records must be stored by PRACTI-CAL to present for potential audits. Upon termination, only PRACTI-CAL Administrators will have access to these records. When records are destroyed, at the direction of the DISTRICT, PRACTI-CAL will provide written notice that pupil records have been destroyed and are not in PRACTI-CAL's possession upon completion of AGREEMENT.

14.8 DISTRICT agrees to work with PRACTI-CAL to ensure compliance with FERPA and the parties will ensure compliance through the following procedure: **When presented, PRACTI-CAL will review, complete and agree to the Districts Statement of Compliance Form for Third Party Organizations and/or vendors.**

References: AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date set forth herein.

For the District

For PRACTI-CAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Lisa A. Franz** \_\_\_\_\_

Name: \_\_\_\_\_

Title: **Director, Purchasing** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Practi-Cal Responsibility

- Provide access to our claiming and reporting portal SpEdCare
- Provide access to our data and task management system
- Provide the following reports
  - Reimbursement (Check Date & Date of Service)
    - Assessments
    - Treatments / Therapies
    - Targeted Case Management
    - Transportation
    - CRCS Claims Report
    - Lost Potential Reimbursement
  - Participation
  - Active Practitioners with expiration dates
  - OT / PT Prescriptions with expiration dates
- Assign an experienced consultant and administrative assistant for program support who will be available via:
  - Phone
  - Email
  - Live webinar meetings
  - In-Person Meetings
- Access to newsletter with program updates
- Automated submission reminders for mandated reports
- Practitioner Trainings
  - Live customized webinar trainings (PC, Mobile device)
  - Recorded Video Trainings (PC, Mobile device)
  - In-Person Trainings
- Live webinar annual planning and compliance meeting
- Live coordinator and business webinars to assist with program processes such as CRCS and Compliance
- Process and transmit claims resulting from services entered in SpEdCare
- Process scanned paper claims submitted to our claims department
- Process student data and special education service tables for the purposes of Medi-Cal eligibility
- Follow-up on denied Medi-Cal claims and re-file claims when appropriate
- Maintain secure digital copies of district submitted claims, forms, documents, progress/case notes, etc. for the purposes of audit support.
- Provide periodic visual program performance reports to district leadership

## District Responsibility

- Complete and submit DHCS mandated reports on or before designated deadlines
  - Cost Reimbursement and Comparison Schedule
  - Annual Report
  - Provider Participation Agreement (new provider or evergreen year)
  - Targeted Case Management Labor Survey
  - Data Use Agreement
- Maintain service documentation related to reimbursed services
- Ensure DHCS and CMS LBO compliance standards are met
- Complete Practi-Cal's annual Compliance Certification
- Provide to Practi-Cal
  - Updated practitioner list
  - Quarterly student database and special education service files
  - List of students receiving medically necessary 1:1 continuous monitoring
  - List of students receiving personal care services
  - List of students receiving occupation/physical therapy with prescriptions
  - Copy of signed Physician-Based Standards for Speech-Pathology
- Complete annual compliance certification
- Complete annual electronic signature certification for electronic medical records
- Maintain active and approved LEA Billing Option provider status with DHCS
- Assign a district coordinator who will ensure maximum program participation.
- Current and future district coordinator(s) will complete Practi-Cal's LEA Billing Coordinator training program, to ensure coordinators understand the responsibilities of the role of coordinator, compliance requirements and using SpEdCare.
- District coordinator(s) will review all released announcements in SpEdCare.
- District coordinator and/or contacts will respond timely to data or information requests by DHCS, Conduent and Practi-Cal
- Provide RMTS coding results for the purposes of completing CRCS
- Provide Practi-Cal OHC / TPL providers when needed for the purposes of submitting reimbursable claims
- Update SpEdCare for students who Parental Consent has been denied

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement/MOU #21-19 – Tutorific (DeGenna/Fox)**

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Tutorific will provide tutoring for Newcomer students entering the DLI program to improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math.

**Term of the Agreement/MOU:** August 1, 2021 through June 17, 2022

#### **FISCAL IMPACT:**

\$49,880.00 – Title III

#### **RECOMMENDATION:**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-19 with Tutorific.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-19, Tutorific \(18 Pages\)](#)

## OSD AGREEMENT #21-29



Memorandum of Understanding (“MOU”)  
Between  
**Oxnard School District (“OSD”) English Learner Services**  
1051 South “A” Street, Oxnard, CA 93030  
And Tutorific, LLC (“Tutorific”)



- 1. Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).
- 2. Term.** The Term of this Contract begins on August 1, 2021 and ends on June 17, 2022 (“Term”). Sessions may begin as early as 8/30/21.
- 3. Students.** Selection of Students to participate under this MOU shall be at the discretion of OSD. DUAL LANGUAGE IMMERSION PROGRAM (DLI) STUDENTS are identified for tutoring in this cohort. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, grade, school, parent(s)/guardian(s) name(s), address, phone number(s), and any information OSD deems helpful in providing service to the Student, including but not limited to test results, 504 plan, IEP, ISP, special education information, level of English language ability and home language.
- 4. Goals, Subjects, and Hours Per Student.** The goals of the Tutorific sessions are to improve Students’ academic performance and where possible self-confidence. Subjects may include English reading, language arts, and math as determined by Tutorific within the OSD fundamental syllabus and Tutorific may include activities designed to bolster confidence and motivation. (See also Exhibit C.) Students shall initially be allotted twenty (20) hours of sessions but may be dropped by Tutorific upon three consecutive absences or five total absences or, if additional hours are available and unused, may be extended by virtue of good attendance and need.
- 5. Payment.** Upon proper monthly invoicing which includes the number of hours per Student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$29 per hour per Student for small group tutoring and/or 1.75 times this rate for one-to-one tutoring. The budget for this project is based on 86 DLI Students averaging 20 hours of tutoring each at \$29 per for a total of \$49,880.
- 6. Drops.** Tutorific is allowed to drop a Student from this program if it is not possible to provide services due to lack of reasonable parent/guardian support in facilitating the tutoring (including but not limited to guardian inflexibility to accept any of multiple scheduling options and/or Students who tutoring does not commence despite approval of the schedule by guardian and reminders prior to the commencement date).
- 7. Testing & Reporting.** Students shall be tested by Tutorific during their first session(s) (“Pre-Test”) and retested toward the end of each student’s duration of tutoring (“Post-Test”) using the same test series to help ensure a fair comparison of growth. Tutorific shall provide the Pre-Test and Post-Test results to OSD within approximately 30 days of the conclusion of each batch of concluding students, reported monthly as Students begin to finish the program. Along with each monthly invoice, Tutorific will provide OSD the scheduled attendance for all active students and will report drops and replacements no less than monthly.

**8. Parent/Guardian Communication.** Tutorific shall be responsible for parent/guardian (“Guardian”) communication related to Student scheduling, absences, and make-ups. Tutorific shall remind Guardian by phone or text within twenty-four hours of every session in order to help boost attendance. Tutorific may initiate contact with Students’ Guardian upon approval of this MOU. Tutorific shall provide OSD with a template letter in English and Spanish (based on Exhibit D) informing Guardian about the program, their child’s inclusion, and OSD’s expectations for Students and Guardian.

**9. Location and Form of Tutoring.** In-Person Tutoring shall occur at Tutorific’s Center located at 484 Mobil Avenue, suites 12, 17, 36, 41, Camarillo, CA 93010 or at any location co-approved by OSD and Tutorific. Tutorific shall follow reasonable Covid-19 Protocols while working with Students, including but not limited to mandatory (1) temperature checking, (2) mask wearing, (3) social distancing, (4) cleaning/sanitizing between groups of Students, and following governmental regulations pertaining to Covid-19. Tutorific shall also provide Guardian the option of Online Tutoring utilizing the Chromebooks and/or other technology provided by OSD.

**10. Staff Qualifications.** Tutorific will ensure that all individuals employed, contracted, or otherwise hired by Tutorific to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Tutorific will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Tutorific will deliver designated instruction and services utilizing personnel who have experience working with Student or who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise experienced and/or qualified to provide the service or have experience interacting with English Learner Students, Foster children, homeless children, or kinship children. Tutorific may make exceptions to these qualification with the approval of the Oxnard School District.

**11. Materials.** Tutorific shall supply Students with all educational materials necessary for providing high quality tutoring and self-confidence-building activities. Computer tablets and other electronic devices are to be provided and serviced by OSD.

**12. Independent Contractor.** Nothing in this MOU will be construed to imply a joint venture or employment.

**13. Student Confidentiality.** Student information shall be kept confidential by Tutorific. A copy of all Student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

**14. Incident, Accident, and Child Abuse Reporting.** Tutorific will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.



**15. Insurance.** Tutorific agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** “Insurance” and made a part of this Contract. 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. Tutorific agrees to provide District with copies of required policies upon request.

**16. Discrimination.** Tutorific shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**17. References to OSD & Tutorific.** All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

**18. Termination.**

**a. Without Cause.** This Contract may be terminated by the OSD or Tutorific at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Tutorific, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Tutorific waives all rights to any further payment of damage. Under no circumstances will Tutorific be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to Tutorific, terminate this Contract in whole or in part at any time because of the failure of Tutorific to fulfill its contractual obligations and the District may, in its sole discretion, provide Tutorific with a reasonable period within which to cure the default. Upon receipt of such notice, Tutorific will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by Tutorific in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by Tutorific of such notice.

**(ii)** If the termination is due to the failure of Tutorific to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Tutorific will be liable for the reasonable costs and expenses related to the transfer of District Students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Tutorific has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

**(iv)** Tutorific will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to Tutorific in accordance with this section will constitute the Tutorific’s exclusive remedy for any termination hereunder.

**19. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**20. Written Notice.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:  
Dr. Aracely Fox  
Director of Dual Language Program  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

For Tutorific:  
Matt Oppenheimer  
Executive Director / Owner  
Tutorific!  
484 Mobil Avenue, Suite 12  
Camarillo, CA 93010

**OXNARD SCHOOL DISTRICT**

**TUTORIFIC**

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing  
[Redacted]

\_\_\_\_\_  
Signature

Matt Oppenheimer, Executive Director /  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Tutorific 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 Tutorific, 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. Tutorific 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Tutorific's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

**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:

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 and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Tutorific performs; products and completed operations of Tutorific; premises owned, occupied or used by Tutorific; or automobiles owned, leased, hired or borrowed by Tutorific. 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 Tutorific's insurance.

(3) Tutorific'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. Tutorific 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 Tutorific 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, Tutorific shall furnish certificates and endorsements from each subcontractor identical to those Tutorific 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 Tutorific 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 Tutorific's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Tutorific under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Tutorific, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

EXHIBIT C

Oxnard School District



Dual Language Immersion Tutoring Program 21/22



**May 12, 2020**

Matt Oppenheimer  
Executive Director  
Tutorific  
484 Mobil Avenue, Suite 12  
Camarillo, CA 93010

(805) 482-3730  
[www.tutorific.org](http://www.tutorific.org)

The **objectives** of the two proposed programs detailed herein are to improve the participants' academic skills (including reading, English language arts, and math) while bolstering self-confidence. There are two special populations identified herein, each with their own criteria and rationale for services.

## Dual Language Immersion Students (DLI)

- Participant Criteria
  - Identified as DLI students (approximately 86 students) who would benefit from additional tutoring (especially in English).
  - The goal of the DLI program is acquisition of academic proficiency in English and Spanish, together with mastery of grade level core content and performance standards. Extra tutoring in vital subjects in English during the 21-22 school year could give them the extra academic and emotional boost they need for success.



## Scope of Service

The same generous scope is being offered to both the aforementioned special populations:

- 20 hours of small group tutoring and support sessions between 9/1/21 and 6/15/22.
  - Depending upon family schedules, individual student ability, attention span, technical issues, and other real-world factors, Tutorific may opt to provide some students with one-to-one tutoring at the rate of 1.75x small group tutoring for some or all of the available hours.

## Pre- and Post-Testing

Testing will occur for all participating students and will include reading, fundamental English language arts, and math. Pre-testing will be considered the first session(s) and is used to determine student baselines and needs, and place students within corresponding groups. Post-testing will occur for every student who completes the scope of service. The sets of pre- and post-scores will be provided to the Oxnard School District (OSD) within approximately a month of each student's completion of the program with the last of the scores being submitted prior to Tutorific's final billing.

As has been the prudent approach for many years of working with special populations, Tutorific will endeavor to balance the need for solid data with the real-world need to reduce testing as much as possible to avoid student burn-out and drops which could otherwise occur even at the beginning of the program. (Yes, many students hate testing that much.) Abbreviated and/or adapted versions of testing may be used. The post-tests will tie directly to the pre-tests so that the comparison is meaningful. Sometimes we insert parts of testing a bit ahead of the final sessions because we have learned that students might drop just prior to post-testing if they aren't going to receive further tutoring. (This is a good example of the advantages Tutorific' has with our vast experience with Special Populations and their parents/guardians.)

## Subjects

The following subjects will be offered:

- Reading,
- Vocabulary,
- Phonics,
- Conversational English, and
- Math



With finite timing, selection and implementation of subject will be determined by general needs, pre-test scores, Tutorific recommendations based on initial testing and ongoing tutoring and also parent input where possible. Tutorific will make the final student-by-student decisions and will also integrate self-confidence and motivational activities within this program because this can have a directly positive effect on student performance at school, on their wellbeing, and on their attendance.

## Benefits Beyond the Primary Goals

The Ventura County Office of Education chose Tutorific to provide services to our county’s foster, kinship, and homeless youth for more than a decade because of our ability to make substantial education improvements to those Special Populations and also because of Tutorific’s well-earned reputation for boosting students’ self-confidence, motivation, and morale. These are important traits for healthy wellbeing and for successful learning. VCOE also relied on us to create SPAC, their study skills course for foster youth which was then adapted for migrant students. Tutorific also has demonstrated our ability improving student outcomes over sixteen years working with OSD’s Special Populations.



We understand that success in school is best achieved by working with the “whole child,” the mind, interests, self-opinion, and willingness to leap into undiscovered territory.

## Location Options

- **Online**
  - The vast majority of sessions will occur online for this program because our intent is to provide services that can remain with the child regardless of other changes in their lives.
  - Tutorific has multiple rooms dedicated to online teaching outfit with powerful computers, document cameras, access to curriculum, and high-speed internet access.
  - Our online sessions often mirror our in-person sessions with modifications for remote work. We even have a special “sound-proof studio” that is acoustically excellent and doubles as our production suite for the educational development we do. (Our staff has over 100 production credits for such organizations as Disney, Nickelodeon, Warner Bros., and LucasFilm including a rare Platinum Album for a children’s read-along and several Parent’s Choice Awards.)
  
- **Center-Based**
  - We know that some OSD parents will only want in-person tutoring at our educational center so we provide this as an option (which doesn’t increase the district’s cost). Certain parents are well aware of our center and believe they’re getting the best possible service and materials by coming to us. Others feel that their child needs in-person to maximize results. We’re happy to provide the options parents wish.





*Our center provides the ideal learning environment. This is the result of extensive research and remodeling. To cope well with Covid-19, we closed down our enrichment center (Wonderarium) and expanded into an additional suite so that we now have 3,000 square feet overall that boasts the following:*

- *A beautiful interior that projects the respect and pride we show our students*
- *Thousands of educational materials available instantly*
- *Ten dedicated learning spaces*
- *A color pallet that is calming and focusing*
- *Daylight temperature lighting which helps keep students alert*
- *Sound-dampening material within the walls and ceiling for a quiet experience*
- *Complete climate control so that students are always comfortable*
- *Student-appropriate tables and chairs*
- *Plenty of space for Social Distancing*



*At our center, we follow **stringent Covid-19 Safety Protocols**, including:*

- *Everyone is temperature-checked before entering.*
- *Everyone uses hand sanitizer upon entry.*
- *Everyone wears masks.*
- *We have excellent social distancing.*
- *We clean and sanitize between every small group.*



## **The Tutorific Philosophy**

This program will be guided by the same principles as our family-direct tutoring with modifications appropriate for Special Populations: It will be...

- Effective (This is why the students are being entrusted to us.)
- Engaging and Enjoyable (We need the kids to want to be involved so that they are willing learners.)
- Self-Confidence Building (This leads to as much progress as the academic portion of teaching.)
- Easily accessible (online or at our center)
- and, importantly, provide continuity of opportunity regardless of a student's living conditions.

## **English Language Based Teaching**

Our experience has taught us that English immersion is the most effective approach to English reading and language arts. This is as true with learning English as it is with any other language. (If one wants to learn Spanish, it's best to spend time in a Spanish speaking location while learning so that one's mind needs to engage in the local language.) We augment the English with Spanish, as necessary for ELPAC level 1 students. We have bilingual staff able to converse with parents easily in Spanish.



## Student Grouping

We focus on ability level rather than grade level. Using scores provided by the District and within the constraints of the families' availabilities, we will group students with similar abilities so that we maximize task targeting based on pre-testing and OSD data. Depending upon each child, participants may remain within the same group throughout the term of the program or may be moved as the student's abilities and needs evolve. Effective grouping is one of our keys to success. Place a student into too high a group and the student will feel "stupid" and unable. Conversely, place a student in too low a group and the student will feel demeaned and is likely to zone out.

Because this program includes math as well as English Language Arts (ELA), one student may spend some time in sessions geared to specific ELA levels and other time in sessions targeting specific math skills such as addition and subtraction, multiplication, long division, fractions, decimals, etc.

## The Approach

The level of material, the speed of new concept presentation, and the percentage of time spent on different tasks is modified to meet the needs of each student. Whether one-to-one or small group, we always include lots of conversation. No student sits on the sideline. We create a comfortable, safe learning atmosphere. Presentation, discussion, computer learning, and whiteboard work may all be utilized depending upon the student. Although many sessions are one hour, we design flexibility into our scheduling to accommodate student ability so the duration of a session could range from thirty minutes for some of the youngest students to two-hour blocks for those able whose parents would like hours grouped. We don't do any form of "busy work" at Tutorific. We only do what advances our students. Exact tasks and assignments will vary by the needs of each small group.

## Topics

- **Reading**

- Grouped by ability and grade
- Dozens of publishers' materials available
- Ability to focus on specific skills such as...
  - Finding the main idea
  - Locating facts
  - Drawing conclusions
  - Determining sequence



- **Phonics**

- We have identified 43 phonetic blends that are especially useful for elementary and middle school students. Surprisingly, many students – especially English learners – only know a fraction of these vital letter combinations. These blends are like puzzle pieces; the fewer known, the harder it is to see the big picture. The better known, the more fluid the reading which, in turn, frees up more "brain-power" to focus on translation and critical thinking. With limited time, we'll concentrate on speaking and reading (decoding) rather than spelling (coding) both because the decoding skills will be learned faster than the coding skills and because decoding weighs heavier in ELPAC. Phonics will not be assigned to all students.

- **Language Arts**

- When ELA is included in a student's program, we focus their limited time on core grammar, mechanics, punctuation, and capitalization.

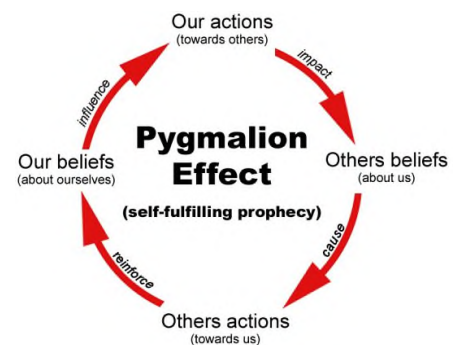
- **Fundamental Math**

- Many OSD Parents ask us to include math in their children’s programs so we know that it is as wanted as it is vital. Even when we’ve been tasked with – and held a hard line on providing – ELA only, parents will often ask, “Can’t you just add a little math, too?” LOL Both statistically and anecdotally, these are the subject in highest demand for which we will constitute groups:

- Addition/Subtraction
- Multiplication/Division Facts
- Multiple Digit Multiplication
- Long Division
- Decimals
- Fractions
- Percentages
- Conversions (Dec/Frac/%)

## Methodology

- **Interactivity** is key. The moment one starts to “lecture,” the attention of many potentially great learners begins to drift away.
- **Targeted topics** helps ensure that sessions are spent on actual student needs. For example, there is a logical progression to acquiring fundamental math knowledge. The most effective long-term learning occurs when tutoring is targeted to the earliest “missing pieces” and then work forward through each skill in ever-increasing complexity.
- **Age-Interest appropriate approach** is vital to sustaining student interest. We understand that while a 5<sup>th</sup> grader may only be able to navigate 1<sup>st</sup> or 2<sup>nd</sup> grade material, that student still wants to be treated like a 5<sup>th</sup> grader on the verge of middle school. Teach “down” to a student and the student will feel demeaned, unsuccessful, and unable. As bad, the student will feel that the tutor is out of sync, that the program was designed for “babies,” and that there’s no point in remaining involved.
- **Caring instruction** leads to greater “investment” by the students so we infuse sessions with discussions about the students, their interests, their experiences. The willingness to make mistakes while learning English increases proportionately with the degree to which the student knows the tutor cares, and trusts that the tutor will be protective of the student’s feelings.
- **Motivation** is achieved at Tutorific in a variety of ways:
  - Earned praise
  - Verbal confirmation of progress
  - Participation, Excellence, and Attendance Awards



## Personnel

Our staff of tutors and administrators are dedicated, efficient, tested, cleared, and trained. We have a spectacular team. Everyone has experience. We have public school teachers, private school teachers, special education teachers, early education specialists, curriculum developers, para-educators, folks with multi-lingual experience, resource folks, staff who have worked with foster and homeless youth, etc. We're the only tutoring organization of which we're aware that actually tests applicants in math. Everyone is DOJ and TB cleared. Everyone goes through our materials and methodology training. Working with the students is the highlight of our days. Our students sense that and work extra hard to make us proud.



### Lack of District Staff Availability

A very real and important factor to consider in deciding whether or not to provide this program in-house is the lack of staff who want to work after 4:00 PM especially now with the challenges, demands, and frustrations of teaching classes online. We know from years of experience with numerous school systems that this will be an incredible challenge for the District. Contracting with Tutorific will save the District a major staffing headache while allowing District teachers to focus on their primary objective; their own classes.

It should be noted that as difficult as it is for the District to fill after-school positions, the challenge is increased by the fear that many individuals have of teaching in-person during the pandemic or the difficulties they face transitioning from online back into the classroom.

And the constant interaction with parents to ensure attendance will fall to District administration rather than the teachers. The program's effectiveness won't be determined by the number of group sessions the teachers teach but rather by the number of student tutoring hours completed.

### Tutorific / OSD Communication

Based on more than 15 years of interaction, the OSD team knows it can count on us to keep you informed from beginning to end, and count on you for timely and accurate student information. Our goals are united and we're always looking for ways to support the District in meaningful ways.

### Deliverables

- Monthly billing within approximately 30 days of the end of each month.
- Scheduled attendance corresponding with, and accompanying, the monthly billing.
- Pre- and Post-Test scores within 30 days of the conclusion of each batch of students.

## Student Scheduling and Administration

Tutorific is well known for our positive and effective bilingual parent communication. Our Full-Service Parent Support includes:

- creating the district’s initial information letter to parents
- initial parent contact (via phone, text, and/or email),
- data collection (from the district and parent/guardian),
- scheduling (initial and if family requests change),
- repeated attendance reminders (vital!)
- attendance record keeping
- and being easily available to parents in order to answer questions and provide information



## Parent Communication

Ongoing administrative communication with migrant parents can be challenging. Phone numbers can change frequently or phones are shared. Parent workhours often begin early and workdays are long. Many are not allowed phone access while working. Some families will move once or more during the term of the program. We make a point of staying in close contact with the families we serve. We consider ourselves responsible for an absence if we failed to remind the parent via call or text within a day of each session. We consider the session used if the guardian has confirmed scheduling and has been reminded within a day of tutoring but the student does not attend. This means we typically interact each parent/guardian more than twenty-five times during the twenty sessions. While we may ask the District for updated information, historically we have often provided the District with updates even before the parent informs the school. That may be especially true with these Special Populations and during the pandemic in that the District laptops travel with the student and it is difficult to know if the student has moved, changed families, or become homeless.

**The degree to which our administrative efforts and excellent communication plays a role in student success cannot be overstated.** Our success during the nine years of NCLB with OSD was due to the excellence of our tutoring and the degree to which we connected with the parents. Families feel connected to us. The kids loved the experience and the parents went out of their way to make sure their children attended.

To begin, we will contact the families as soon as possible in three ways:

- Phone
- Text (if available to the parent)
- Email (if available [less likely])
- Mail (if in coordination with OSD; Tutorific prepares the master document, OSD copies and distributes)

We suggest that the initial bilingual letter and invitation include both the District’s logo and Tutorific’s, and that it be cosigned by both organizations so that the parents understand that the program is legitimate.

To build self-confidence from the beginning, the programs will be presented to the families as something the students have EARNED because we all see their GREAT POTENTIAL. We’ll reinforce the idea that they are lucky to have been selected and must attend regularly to earn Certificates of Completion. At the same time, OSD and Tutorific will present this as required learning; a program that the students need to attend unless there is a health reason not to participate.





## **Cost**

Eighty-six (86) students will be identified as possible recipients. Selection will be based on, but not limited to, such criteria as need, ability to schedule, guardian willingness. Each will be given approximately 20 hours of tutoring at \$29 per small group hour or 1.75x this rate for 1:1 tutoring. The budget caps at 86 x 20 hours x \$29 for a total of \$49,880.

This INCLUDES staffing, staff wages, high CA and FED fringes, all educational materials, curriculum planning as well as the curriculum itself, parent coordination, scheduling, testing (both pre and post), reporting of scheduled attendance and testing, and all administration. Quite simply, the cost can't be beat. And this is to say nothing of the burden this lifts from OSD administrative and educational staff. This is a major program on top of the huge demands of ongoing school and after-school programs.

## **Savings Comparison to District Direct Costs**

If one considers that the District's teacher cost is at least \$55 per hour and that there is an approximate 26% fringe of another \$14 per hour, the additional cost of providing services directly begins to become evident. The actual cost would be much higher in that the District would also have facility and facility support expenses, program design, materials costs, additional administrative support, and parent support costs. Costs aside, it would be incredibly difficult to find District teachers willing to add these hours to their day...during a pandemic...as they are transitioning yet again between online and in-school...with none of us knowing if another wave or variation of Coronavirus is on its way.

## **Tutorific Background**

The Oxnard School District knows us well. We have worked together for more than 16 years. Here's just a bit more information that relates directly to our ability to provide this program.

Tutorific has a 50-year history of success right here in west Ventura County. We have earned numerous awards for our work including two from the Ventura County Office of Education and two Congressional Certificates of Special Recognition. Our staff also has more than 100 production credits for the development of educational materials and children's edutainment products. This includes work for such companies as Disney Educational Materials, Nickelodeon, Cartoon Network, Warner Bros., and LucasFilm; even winning RIAA Platinum Album status for a Star Wars based children's read-along. Letters of Commendation from the cities of Camarillo & Ventura.

Tutorific served many hundreds of local English Learners during the nine years we participated as the number-one selected NCLB tutoring organization but in terms of parent preference and the amount of tutoring given to families. Where some companies provided as little as six to ten hours, Tutorific gave thirty.

We were the provider of tutoring to the Ventura County Office of Education for foster, kinship, and homeless students for twelve years, until that responsibility shifted to individual LEAs.

We continue to provide tutoring on behalf of the Special Education departments of OSD and Santa Paula School District for students with a wide range of needs and abilities.

Tutorific was NASA's Ventura County host of "NASA's Summer of Discovery."

We also developed the SPARC study skills program for the Ventura County Office of Education's especially for use with Foster Youth and Migrant Populations.

Beyond the proven success of our one-to-one and specialty small group tutoring, Tutorific is known for our ability to think BEYOND the box, not just outside it. We created and provided an entire Special Education Summer Program for the Oxnard School District for which students were bussed to our center as well as an ELL summer program for Briggs School District. For their summer programs, Oxnard School District and Briggs School District both used our kinesthetic math program which teaches math facts via body movement; engaging and effective. We provided everything; staff, curriculum, educational materials. We also developed and ran our “Brain Camp” for your district; again, providing everything. This exciting program was all about stimulating critical thinking skills in inventive ways.

Our Executive Director has both an educational and community development background. He was the manager of The Walt Disney Educational Media Company, was twice an overseas United States Peace Corps Volunteer and then Associate Peace Corps Director. He was Director of the Bombali Experimental Elementary School and Teacher Training Center, and lecturer of education and child development at the Makeni Teacher’s College. He worked closely with Dr. Mae Jemison to facilitate the opening of “The Jemison Institute of Advancing Technologies in Developing Nations at Dartmouth College” where he also lectured in the subject as part of the NASA funded “The Earth We Share” program. He twice consulted overseas for USAID funded programs and has educational publishing credits from MacMillan and Prentice-Hall.



**Bottom Line: Done right. Done simply. Done less expensively.**

THIS is what we do. We do it incredibly well while reducing work-overload and stress at the District level. We make sure that the program reaches its goals, makes a positive difference, and provides results we can all be proud of.

This is why we’ve been in business 50 years, been hired by 14 school districts, received two Awards of Excellence from the Ventura County Office of Education and two Certificates of Special Congressional Recognition. We do it right.



## EXHIBIT D

### **SAMPLE PARENT/GUARDIAN INFORMATIONAL LETTER (Will be provided in English and Spanish; subject to modification)**

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OXNARD SCHOOL DISTRICT

#### **IMPORTANT NOTICE OF ADDITIONAL TUTORING 20-21**

(Student's Name)  
(Student's School and Grade)

Dear Parent or Guardian,

You are receiving this letter because your student qualifies for after-school small-group tutoring in one or more vital subjects. This program is **NO COST** to you and is available only to a limited number of qualified students such as yours. We are pleased to share with you that services are being provided by Tutorific, an excellent and effective organization with whom our district has worked for more than sixteen years. To be effective, participation is required. **Attendance is important and is reported** by Tutorific to the district. Absences will result in your child being dropped from this program. If dropped, a student cannot reenroll. We are counting on you to support our efforts to help your student.

Subjects may include **reading, English language arts, and/or math** based on your student's pre-test which will occur during the first session.

You have two location options: **Online** participation from your home using your student's iPad **or at Tutorific's education center** in Camarillo which is limited and assigned on a first-come basis within each subject and grade. Transportation is not provided.

**Your child will receive approximately 20 hours of sessions. Your child's start date, session days, and session times may depend upon how quickly you respond to the upcoming call from Tutorific. You may expect a call or letter from Tutorific within the next 30 days.**

Congratulations! This is an excellent opportunity for your student.

Service Provider: Tutorific. 484 Mobil Avenue, Suite 12, Camarillo, CA 93010.  
Tutorific's Parent Line: 805-276-1507

Sincerely,

Dr. Aracely Fox  
Director of Dual Language Programs  
Oxnard School District



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #21-20 – Center for Teaching for Biliteracy (DeGenna/Fox)**

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The Center for Teaching for Biliteracy will provide “Virtual” professional development in the area of the Dual Language Program during the 2021-2022 school year. The presenters will provide a presentation titled “How to Help Model Children Succeed in a Dual Language Program” in Spanish and English.

**Term of Agreement:** August 24, 2021 through June 30, 2022

#### **FISCAL IMPACT:**

Not to exceed \$87,200.00 – Supplemental Concentration Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-20 with the Center for Teaching for Biliteracy.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-20, Center for Teaching for Biliteracy \(3 Pages\)](#)



Center for Teaching for Biliteracy  
[teachingforbiliteracykb@gmail.com](mailto:teachingforbiliteracykb@gmail.com)  
[www.TeachingForBiliteracy.com](http://www.TeachingForBiliteracy.com)

Agreement

Center for Teaching for Biliteracy (hereinafter referred to as the Contractor) and Oxnard School District (hereinafter referred to as the “District”) desire to enter in this Agreement subject to the following terms and conditions:

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

Date	Area of Focus	Fees
4 days Fall and Winter Sept. 2, 2021 Oct. 5, 2021 Jan. 31, 2022 March 3, 2022	<b>Kindergarten – Virtual - Dana Hardt and Andrea De Armas</b> Spanish- Review Writing – Fall English-Review Writing – Fall Spanish/English- Focus on collaboration two units – Winter Spanish/English- Focus on collaboration – Winter	\$3000/session =\$12,000
Oct 26, 2021 Oct. 28, 2021 Jan 25, 2022 Jan. 27, 2022	<b>First Grade – Virtual -Dana Hardt and Olga Karwoski</b> Spanish- Review Writing – Fall English-Review Writing – Fall Spanish/English- Focus on collaboration two units – Winter Spanish/English- Focus on collaboration – Winter	\$3000/session =\$12,000
Sept. 7, 2021 Sept. 9, 2021 Feb. 15, 2022 Feb. 17, 2022	<b>Second Grade – Virtual -Olga Karwoski</b> Spanish- Review BUF roll-out English-Review BUF roll-out Spanish/English- Focus on collaboration two units Spanish/English- Focus on collaboration	\$3000/session =\$12,000
Sept. 2, 2021 Oct. 7, 2021 March 22, 2022 March 24, 2022	<b>Third Grade – Virtual -Olga Karwoski and Susan Pryor</b> Spanish- BUF roll-out (2 days) English- BUF roll-out (2 days)	\$3000/session =\$12,000
Spring (1 day) April 19, 2022	<b>Fourth Grade – Virtual -Andrea De Armas and Olga Karwoski</b> Prepare for Unit Roll Out	\$3,000
Sept. 28, 2021 Nov. 4, 2021 Jan. 27, 2022 March 22, 2022	<b>Site Administrators – Virtual -Melody Wharton</b> Developing Systems to Support Biliteracy Instruction	\$3000/session =\$12,000

March 1-3, 2022	<b>Learning Walks – In person – Melody Wharton</b> Site administrators, team of teachers, district personnel (ideally 6 people total)	\$10,600
May 3-5, 2022	<b>Learning Walks – In person – Melody Wharton</b> Site administrators, team of teachers, district personnel (ideally 6 people total)	\$10,600
November 19, 2021	<b>Parent webinar – Virtual – Karen Beeman and Cheryl Urow</b> Present the Biliteracy Framework to parents who have students in DLI. (Bilingual)	\$3000
		<b>\$87,200</b>

NOTE: All the virtual professional development sessions listed above are organized the following way:

- 3 hours of asynchronous work (watching pre-recorded webinars, readings, offline reflections)
- 3 hours of synchronous live interactive session via zoom

### 3. Independent Contractor.

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

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

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

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

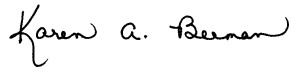
6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall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

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

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

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

Center for Teaching for Biliteracy, An Illinois corporation



By: Karen Beeman, Manager, May 12, 2021

Oxnard School District

Signature \_\_\_\_\_ date \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #21-21 – Heinemann (DeGenna/Fox)**

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Heinemann will provide In-Person Professional Development to the Literacy Specialists during the 2021-2022 school year.

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

#### **FISCAL IMPACT:**

\$16,800.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-21 with Heinemann.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-21, Heinemann \(3 Pages\)](#)  
[Proposal \(2 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)



DEDICATED TO TEACHERS

145 Maplewood Avenue, Suite 300  
Portsmouth, NH 03801  
Phone: 800-541-2086 Ext. 1402  
Fax: 907-375-2987  
www.pd.heinemann.com

PD Offering: Leveled Literacy Intervention - PRIMARY

Date(s): Day 1 & 2 August 25-26, 2021  
Day 3 TBD

PD Offering: Leveled Literacy Intervention - INTERMEDIATE

Date(s): Day 1 & 2 TBD  
Day 3 TBD

Location: Oxnard, CA

Number of Participants: 30 (per session)

Total Fee: \$16,800

Contact: Aracely Fox

Organization: Oxnard School District

These three-day sessions are based on the *Leveled Literacy Intervention* by Irene Fountas & Gay Su Pinnell. The first two-day visit and a follow-up one-day visit are **Date TBD**. All follow-up days should be scheduled at the end of Day 2.

The Fee for the Engagement is inclusive of the consultant’s fee and expenses, and any handouts related to the seminar. The maximum number of participants for this seminar is 30.

Prices include professional support only. Purchase of the *Leveled Literacy Intervention* materials is required. For successful training, you must have enough systems to accommodate each person or 2 people to share. *Leveled Literacy Intervention* materials can be purchased from your local distributor, sales representative, or through Heinemann.

**Contract and Purchase Order is due for the full amount of this agreement by: 7/26/2021. The above date(s) are not secured until Heinemann has received the required purchase order.**

**ACCEPTED AND AGREED**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): Lisa A. Franz Title: Director, Purchasing

**COUNTERSIGNED**

Cherie Bartlett, Manager of Professional Development, On-Site

Created on: 5/18/2021 11:13 AM

Code: OXDCA21 – TBD LLI

**AGREEMENT TERMS**

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by email to [amy.myshrall@heinemann.com](mailto:amy.myshrall@heinemann.com) or by U.S. mail, to Heinemann Professional Development.

1. **SERVICES**

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. **FEES**

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be emailed to [amy.myshrall@heinemann.com](mailto:amy.myshrall@heinemann.com) or mailed to Heinemann Professional Development.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. **RIGHT TO CANCEL; REFUNDS**

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. **FORCE MAJEURE**

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at [marie.calvi@heinemann.com](mailto:marie.calvi@heinemann.com).

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5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

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## SCOPE OF WORK

### LLI PRIMARY

*Fountas & Pinnell Leveled Literacy Intervention (LLI)* is a research-based, supplementary intervention system designed to help teachers provide powerful, daily, small-group instruction for the lowest-achieving students in the early grades.

*LLI* Professional Development for the *Orange*, *Green*, and *Blue* systems include three days of training (two days of intensive learning plus one follow-up day) to give participants an in-depth understanding of each of the three primary grade *LLI* Systems:

- **Orange, Levels A-C (Kindergarten)**  
70 lessons with 70 original titles
- **Green, Levels A-J (Grade 1)**  
110 lessons with 110 original titles
- **Blue, Levels C-N (Grade 2)**  
120 lessons with 120 original titles

•  
Topics covered include an overview of the Lesson Framework, assessing and grouping students, teaching within the *LLI* lessons, using the Prompting Guide, understanding the demands of texts, and documenting progress. In addition to learning how to implement *LLI*, participants will deepen their understanding of many research-based techniques to help struggling readers make accelerated progress.

### LLI INTERMEDIATE

The *Leveled Literacy Intervention (LLI) Red* and *Gold Systems* are designed for grade 3 and 4 students who are reading below grade level. The *LLI Purple System* is designed for grade 5 students reading below level. And the *LLI Teal System* is geared toward older students in grades 6-12.

Designed to bring children up to grade-level performance in as little as 18-24 weeks, *LLI Red*, *Gold Purple*, and *Teal* systems form a powerful, research-based early intervention program designed specifically for intermediate, middle, and secondary students who have been struggling and lagging behind their peers for a number of years.

- **Red, Levels L-Q (Grade 3)**
- **Gold, Levels O-T (Grade 4)**

- **Purple, Levels R-W (Grade 5)**
- **Teal, Levels U-Z (Grades 6-12)**

In this seminar, participants will receive three days of intensive training (these two days of intensive learning plus one follow-up day) on *LLI* Intermediate Systems and will learn specific strategies to address the needs of struggling older readers. In addition to an overview of the components and implementation of the *LLI* Intermediate, Middle, and Secondary Systems, this professional development delves into the advanced routines needed for the intermediate student including a focus on fluency, vocabulary, and comprehension, as well as book discussion times and formats, writing about reading routines, novel units, test-taking study, and silent reading.



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement/MOU #21-23 – Tutorific (DeGenna/Ruvalcaba)**

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5th grade Long Term English Learners (LTEL's) with an overall ELPAC score of a 1 will receive tutoring services through Tutorific to improve their English language skills. Tutoring will focus on oral language development, reading comprehension, fluency, phonics and writing as determined by Tutorific within the OSD fundamental syllabus. Tutorific may include activities designed to bolster confidence and motivation.

**Term of the Agreement/MOU: July 1, 2021 through August 22, 2021**

#### **FISCAL IMPACT:**

Not to exceed \$100,000.00 – Title III

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-23 with Tutorific.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-23, Tutorific \(18 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

## OSD AGREEMENT #21-23



Memorandum of Understanding (“MOU”)  
Between  
**Oxnard School District (“OSD”) English Learner Services**  
1051 South “A” Street, Oxnard, CA 93030  
And Tutorific, LLC (“Tutorific”)



- 1. Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).
- 2. Term.** The Term of this Contract begins on July 1, 2021 and ends on August 22, 2021 (“Term”). Sessions are planned to begin as early as 7/5/21 (but may begin as soon as this MOU is approved) and end no later than 8/22/21.
- 3. Students.** Selection of Students to participate under this MOU shall be at the discretion of OSD. LONG-TERM ENGLISH LEARNERS (LTEL) STUDENTS from within the 5<sup>th</sup> grade are identified for tutoring in this cohort. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, grade, school, parent(s)/guardian(s) name(s), address, phone number(s), and any information OSD deems helpful in providing service to the Student, including but not limited to test results, 504 plan, IEP, ISP, special education information, level of English language ability and home language.
- 4. Goals, Subjects, and Hours Per Student.** The goals of the Tutorific sessions are to improve Students’ English language skills and where possible self-confidence. Tutoring will focus on oral language development, reading comprehension, fluency, phonics, and writing as determined by Tutorific within the OSD fundamental syllabus and Tutorific may include activities designed to bolster confidence and motivation. (See also Exhibit C.) Students shall initially be allotted twenty (45) hours of sessions but may be dropped by Tutorific upon three consecutive absences or five total absences or, if additional hours are available and unused, may be extended by virtue of good attendance and need.
- 5. Payment.** Upon proper monthly invoicing which includes the number of hours per Student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$29 per hour per Student for small group tutoring and/or 1.75 times this rate for one-to-one tutoring. The budget for this project is based on approximately 76 Students averaging up to 45 hours of tutoring each at \$29 per hour for a total of \$99,180.
- 6. Drops.** Tutorific is allowed to drop a Student from this program if it is not possible to provide services due to lack of reasonable parent/guardian support in facilitating the tutoring (including but not limited to guardian inflexibility to accept any of multiple scheduling options and/or Students who tutoring does not commence despite approval of the schedule by guardian and reminders prior to the commencement date).
- 7. Testing & Reporting.** Students shall be tested by Tutorific during their first session(s) (“Pre-Test”) and retested toward the end of each student’s duration of tutoring (“Post-Test”) using the same test series to help ensure a fair comparison of growth. Tutorific shall provide the Pre-Test and Post-Test results to OSD within approximately 30 days of the conclusion of each batch of concluding students, reported monthly as Students begin to finish the program. Along with each monthly invoice, Tutorific will provide OSD the scheduled attendance for all active students and will report drops and replacements no less than monthly.

**8. Parent/Guardian Communication.** Tutorific shall be responsible for parent/guardian (“Guardian”) communication related to Student scheduling, absences, and make-ups. Tutorific shall remind Guardian by phone or text within twenty-four hours of every session in order to help boost attendance. Tutorific may initiate contact with Students’ Guardian upon approval of this MOU. Tutorific shall provide OSD with a template letter in English and Spanish (based on Exhibit D) informing Guardian about the program, their child’s inclusion, and OSD’s expectations for Students and Guardian.

**9. Location and Form of Tutoring.** In-Person Tutoring shall occur at Tutorific’s Center located at 484 Mobil Avenue, suites 10, 12, 17, 34, 36, 41, Camarillo, CA 93010 or at any location co-approved by OSD and Tutorific. Tutorific shall follow reasonable Covid-19 Protocols while working with Students, including but not limited to mandatory (1) temperature checking, (2) mask wearing, (3) social distancing, (4) cleaning/sanitizing between groups of Students, and following governmental regulations pertaining to Covid-19. Tutorific shall also provide Guardian the option of Online Tutoring utilizing the Chromebooks and/or other technology provided by OSD.

**10. Staff Qualifications.** Tutorific will ensure that all individuals employed, contracted, or otherwise hired by Tutorific to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Tutorific will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Tutorific will deliver designated instruction and services utilizing personnel who have experience working with Student or who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise experienced and/or qualified to provide the service or have experience interacting with English Learner Students, Foster children, homeless children, or kinship children. Tutorific may make exceptions to these qualification with the approval of the Oxnard School District.

**11. Materials.** Tutorific shall supply Students with all educational materials necessary for providing high quality tutoring and self-confidence-building activities. Computer tablets and other electronic devices are to be provided and serviced by OSD.

**12. Independent Contractor.** Nothing in this MOU will be construed to imply a joint venture or employment.

**13. Student Confidentiality.** Student information shall be kept confidential by Tutorific. A copy of all Student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

**14. Incident, Accident, and Child Abuse Reporting.** Tutorific will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.

**15. Insurance.** Tutorific agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** “Insurance” and made a part of this Contract. 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. Tutorific agrees to provide District with copies of required policies upon request.

**16. Discrimination.** Tutorific shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**17. References to OSD & Tutorific.** All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

**18. Termination.**

**a. Without Cause.** This Contract may be terminated by the OSD or Tutorific at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Tutorific, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Tutorific waives all rights to any further payment of damage. Under no circumstances will Tutorific be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

(i) The District may, by written notice to Tutorific, terminate this Contract in whole or in part at any time because of the failure of Tutorific to fulfill its contractual obligations and the District may, in its sole discretion, provide Tutorific with a reasonable period within which to cure the default. Upon receipt of such notice, Tutorific will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by Tutorific in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by Tutorific of such notice.

(ii) If the termination is due to the failure of Tutorific to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Tutorific will be liable for the reasonable costs and expenses related to the transfer of District Students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Tutorific has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Tutorific will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to Tutorific in accordance with this section will constitute the Tutorific’s exclusive remedy for any termination hereunder.

**19. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**20. Written Notice.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:  
Mrs. Teresa Ruvalcaba  
Manager of Equity, Family and Community Engagement  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

For Tutorific:  
Matt Oppenheimer  
Executive Director / Owner  
Tutorific!  
484 Mobil Avenue, Suite 12  
Camarillo, CA 93010

**OXNARD SCHOOL DISTRICT**

**TUTORIFIC**

\_\_\_\_\_  
Signature  
Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Signature  
Matt Oppenheimer, Executive Director / Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Tutorific 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 Tutorific, 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. Tutorific 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Tutorific's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

**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:

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 and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Tutorific performs; products and completed operations of Tutorific; premises owned, occupied or used by Tutorific; or automobiles owned, leased, hired or borrowed by Tutorific. 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 Tutorific's insurance.

(3) Tutorific'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. Tutorific 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 Tutorific 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, Tutorific shall furnish certificates and endorsements from each subcontractor identical to those Tutorific 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 Tutorific 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 Tutorific's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**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 Tutorific under the Contract to which this Exhibit B is attached [ ] constitute [ ] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Tutorific, who will provide Services under the Contract, [ ] is [ ] is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT C**

**Oxnard School District**



**Long-Term English Learner Program  
Summer, 2021**



**May 17, 2021**

Matt Oppenheimer  
Executive Director  
Tutorific  
484 Mobil Avenue, Suite 12  
Camarillo, CA 93010

(805) 482-3730  
[www.tutorific.org](http://www.tutorific.org)

## Long-Term English Learners (LTEL)

- Participant Criteria
  - Identified as LTEL students (approximately 76 students) who would benefit from additional tutoring (especially in English).
  - 5<sup>th</sup> Graders who have been in U.S. schools for five or more years who scored at ELPAC level 1.
  - LTEL students require greater help than most other students in order to master proficiency in English. This is vital for mastery of grade level core content. Extra tutoring in vital subjects in English during Summer, 2021, could give them the extra academic and emotional boost they need for success.



## Scope of Service

The same generous scope is being offered to both the aforementioned special populations:

- Approximately 45 hours of small group tutoring and support sessions between 7/5/21 and 6/15/22.
  - Depending upon family schedules, individual student ability, attention span, technical issues, and other real-world factors, Tutorific may opt to provide some students with one-to-one tutoring at the rate of 1.75x small group tutoring for some or all of the available hours.

## Pre- and Post-Testing

Testing will occur for all participating students in English Language Arts (ELA). Pre-testing will be considered the first session(s) and is used to determine student baselines and needs, and place students within corresponding groups. Post-testing will occur for every student who completes the scope of service. The sets of pre- and post-scores will be provided to the Oxnard School District (OSD) within approximately a month of each student's completion of the program with the last of the scores being submitted prior to Tutorific's final billing.

As has been the prudent approach for many years of working with special populations, Tutorific will endeavor to balance the need for solid data with the real-world need to reduce testing as much as possible to avoid student burn-out and drops which could otherwise occur even at the beginning of the program. (Yes, many students hate testing that much.) Abbreviated and/or adapted versions of testing may be used. The post-tests will tie directly to the pre-tests so that the comparison is meaningful. Sometimes we insert parts of testing a bit ahead of the final sessions because we have learned that students might drop just prior to post-testing if they aren't going to receive further tutoring. (This is a good example of the advantages Tutorific' has with our vast experience with Special Populations and their parents/guardians.)

## Subjects

The following subjects will be offered (taught in English):

- Reading,
- Vocabulary,
- Phonics,
- Conversational English, and



With finite timing, selection and implementation of subject will be determined by general needs, pre-test scores, Tutorific recommendations based on initial testing and ongoing tutoring and also parent input where possible. Tutorific will make the final student-by-student decisions and will also integrate self-confidence and motivational activities within this program because this can have a directly positive effect on student performance at school, on their wellbeing, and on their attendance.

## Benefits Beyond the Primary Goals

The Ventura County Office of Education chose Tutorific to provide services to our county’s foster, kinship, and homeless youth for more than a decade because of our ability to make substantial education improvements to those Special Populations and also because of Tutorific’s well-earned reputation for boosting students’ self-confidence, motivation, and morale. These are important traits for healthy wellbeing and for successful learning. VCOE also relied on us to create SPAC, their study skills course for foster youth which was then adapted for migrant students. Tutorific also has demonstrated our ability improving student outcomes over sixteen years working with OSD’s Special Populations.



We understand that success in school is best achieved by working with the “whole child,” the mind, interests, self-opinion, and willingness to leap into undiscovered territory.

## Location Options

- **Online**
  - The vast majority of sessions will occur online for this program because our intent is to provide services that can remain with the child regardless of other changes in their lives.
  - Tutorific has multiple rooms dedicated to online teaching outfit with powerful computers, document cameras, access to curriculum, and high-speed internet access.
  - Our online sessions often mirror our in-person sessions with modifications for remote work. We even have a special “sound-proof studio” that is acoustically excellent and doubles as our production suite for the educational development we do. (Our staff has over 100 production credits for such organizations as Disney, Nickelodeon, Warner Bros., and LucasFilm including a rare Platinum Album for a children’s read-along and several Parent’s Choice Awards.)
  
- **Center-Based**
  - We know that some OSD parents will only want in-person tutoring at our educational center so we provide this as an option (which doesn’t increase the district’s cost). Certain parents are well aware of our center and believe they’re getting the best possible service and materials by coming to us. Others feel that their child needs in-person to maximize results. We’re happy to provide the options parents wish.



*Our center provides the ideal learning environment. This is the result of extensive research and remodeling. To cope well with Covid-19, we closed down our enrichment center (Wonderarium) and expanded into an additional suite so that we now have 3,000 square feet overall that boasts the following:*

- *A beautiful interior that projects the respect and pride we show our students*
- *Thousands of educational materials available instantly*
- *Ten dedicated learning spaces*
- *A color pallet that is calming and focusing*
- *Daylight temperature lighting which helps keep students alert*
- *Sound-dampening material within the walls and ceiling for a quiet experience*
- *Complete climate control so that students are always comfortable*
- *Student-appropriate tables and chairs*
- *Plenty of space for Social Distancing*



*At our center, we follow **stringent Covid-19 Safety Protocols**, including:*

- *Everyone is temperature-checked before entering.*
- *Everyone uses hand sanitizer upon entry.*
- *Everyone wears masks.*
- *We have excellent social distancing.*
- *We clean and sanitize between every small group.*



## **The Tutorific Philosophy**

This program will be guided by the same principles as our family-direct tutoring with modifications appropriate for Special Populations: It will be...

- **Effective** (This is why the students are being entrusted to us.)
- **Engaging and Enjoyable** (We need the kids to want to be involved so that they are willing learners.)
- **Self-Confidence Building** (This leads to as much progress as the academic portion of teaching.)
- **Easily accessible** (online or at our center)
- **and, importantly, provide continuity of opportunity regardless of a student's living conditions.**

## **English Language Based Teaching**

Our experience has taught us that English immersion is the most effective approach to English reading and language arts. This is as true with learning English as it is with any other language. (If one wants to learn Spanish, it's best to spend time in a Spanish speaking location while learning so that one's mind needs to engage in the local language.) We augment the English with Spanish, as necessary for ELPAC level 1 students. We have bilingual staff able to converse with parents easily in Spanish.





## Student Grouping

We focus on ability level rather than grade level. Using scores provided by the District and within the constraints of the families' availabilities, we will group students with similar abilities so that we maximize task targeting based on pre-testing and OSD data. Depending upon each child, participants may remain within the same group throughout the term of the program or may be moved as the student's abilities and needs evolve. Effective grouping is one of our keys to success. Place a student into too high a group and the student will feel "stupid" and unable. Conversely, place a student in too low a group and the student will feel demeaned and is likely to zone out.

Because this program includes math as well as English Language Arts (ELA), one student may spend some time in sessions geared to specific ELA levels and other time in sessions targeting specific math skills such as addition and subtraction, multiplication, long division, fractions, decimals, etc.

## The Approach

The level of material, the speed of new concept presentation, and the percentage of time spent on different tasks is modified to meet the needs of each student. Whether one-to-one or small group, we always include lots of conversation. No student sits on the sideline. We create a comfortable, safe learning atmosphere. Presentation, discussion, computer learning, and whiteboard work may all be utilized depending upon the student. Although many sessions are one hour, we design flexibility into our scheduling to accommodate student ability so the duration of a session could range from thirty minutes for some of the youngest students to two-hour blocks for those able whose parents would like hours grouped. We don't do any form of "busy work" at Tutorific. We only do what advances our students. Exact tasks and assignments will vary by the needs of each small group.

## Topics

- **Reading**

- Grouped by ability and grade
- Dozens of publishers' materials available
- Ability to focus on specific skills such as...
  - Finding the main idea
  - Locating facts
  - Drawing conclusions
  - Determining sequence



- **Phonics**

- We have identified 43 phonetic blends that are especially useful for elementary and middle school students. Surprisingly, many students – especially English learners – only know a fraction of these vital letter combinations. These blends are like puzzle pieces; the fewer known, the harder it is to see the big picture. The better known, the more fluid the reading which, in turn, frees up more "brain-power" to focus on translation and critical thinking. With limited time, we'll concentrate on speaking and reading (decoding) rather than spelling (coding) both because the decoding skills will be learned faster than the coding skills and because decoding weighs heavier in ELPAC. Phonics will not be assigned to all students.

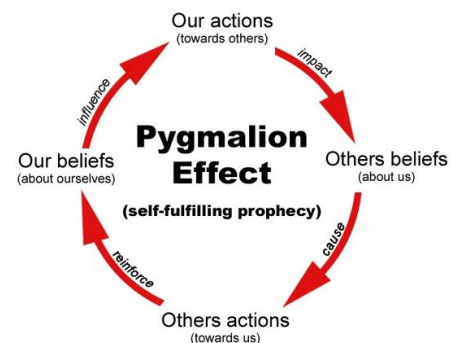
- **Language Arts**

- When ELA is included in a student's program, we focus their limited time on core grammar, mechanics, punctuation, and capitalization.



## Methodology

- **Interactivity** is key. The moment one starts to “lecture,” the attention of many potentially great learners begins to drift away.
- **Targeted topics** helps ensure that sessions are spent on actual student needs. For example, there is a logical progression to acquiring fundamental math knowledge. The most effective long-term learning occurs when tutoring is targeted to the earliest “missing pieces” and then work forward through each skill in ever-increasing complexity.
- **Age-Interest appropriate approach** is vital to sustaining student interest. We understand that while a 5<sup>th</sup> grader may only be able to navigate 1<sup>st</sup> or 2<sup>nd</sup> grade material, that student still wants to be treated like a 5<sup>th</sup> grader on the verge of middle school. Teach “down” to a student and the student will feel demeaned, unsuccessful, and unable. As bad, the student will feel that the tutor is out of sync, that the program was designed for “babies,” and that there’s no point in remaining involved.
- **Caring instruction** leads to greater “investment” by the students so we infuse sessions with discussions about the students, their interests, their experiences. The willingness to make mistakes while learning English increases proportionately with the degree to which the student knows the tutor cares, and trusts that the tutor will be protective of the student’s feelings.
- **Motivation** is achieved at Tutorific in a variety of ways:
  - Earned praise
  - Verbal confirmation of progress
  - Participation, Excellence, and Attendance Awards



## Personnel

Our staff of tutors and administrators are dedicated, efficient, tested, cleared, and trained. We have a spectacular team. Everyone has experience. We have public school teachers, private school teachers, special education teachers, early education specialists, curriculum developers, para-educators, folks with multi-lingual experience, resource folks, staff who have worked with foster and homeless youth, etc. We’re the only tutoring organization of which we’re aware that actually tests applicants in math. Everyone is DOJ and TB cleared. Everyone goes through our materials and methodology training. Working with the students is the highlight of our days. Our students sense that and work extra hard to make us proud.



### Lack of District Staff Availability

A very real and important factor to consider in deciding whether or not to provide this program in-house is the lack of staff who want to work after 4:00 PM especially now with the challenges, demands, and frustrations of teaching classes online. We know from years of experience with numerous school systems that this will be an incredible challenge for

the District. Contracting with Tutorific will save the District a major staffing headache while allowing District teachers to focus on their primary objective; their own classes.

It should be noted that as difficult as it is for the District to fill after-school positions, the challenge is increased by the fear that many individuals have of teaching in-person during the pandemic or the difficulties they face transitioning from online back into the classroom.

And the constant interaction with parents to ensure attendance will fall to District administration rather than the teachers. The program's effectiveness won't be determined by the number of group sessions the teachers teach but rather by the number of student tutoring hours completed.

## **Tutorific / OSD Communication**

Based on more than 15 years of interaction, the OSD team knows it can count on us to keep you informed from beginning to end, and count on you for timely and accurate student information. Our goals are united and we're always looking for ways to support the District in meaningful ways.

## **Deliverables**

- Monthly billing within approximately 30 days of the end of each month.
- Scheduled attendance corresponding with, and accompanying, the monthly billing.
- Pre- and Post-Test scores within 30 days of the conclusion of each batch of students.

## **Student Scheduling and Administration**

Tutorific is well known for our positive and effective bilingual parent communication. Our Full-Service Parent Support includes:

- creating the district's initial information letter to parents
- initial parent contact (via phone, text, and/or email),
- data collection (from the district and parent/guardian),
- scheduling (initial and if family requests change),
- repeated attendance reminders (vital!)
- attendance record keeping
- and being easily available to parents in order to answer questions and provide information



## **Parent Communication**

Ongoing administrative communication with migrant parents can be challenging. Phone numbers can change frequently or phones are shared. Parent workhours often begin early and workdays are long. Many are not allowed phone access while working. Some families will move once or more during the term of the program. We make a point of staying in close contact with the families we serve. We consider ourselves responsible for an absence if we failed to remind the parent via call or text within a day of each session. We consider the session used if the guardian has confirmed scheduling and has been reminded within a day of tutoring but the student does not attend. This means we typically interact each parent/guardian more than twenty-five times during the twenty sessions. While we may ask the District for updated information, historically we have often provided the District with updates even before the parent informs the school. That

may be especially true with these Special Populations and during the pandemic in that the District laptops travel with the student and it is difficult to know if the student has moved, changed families, or become homeless.

**The degree to which our administrative efforts and excellent communication plays a role in student success cannot be overstated.** Our success during the nine years of NCLB with OSD was due to the excellence of our tutoring and the degree to which we connected with the parents. Families feel connected to us. The kids loved the experience and the parents went out of their way to make sure their children attended.

To begin, we will contact the families as soon as possible in three ways:

- Phone
- Text (if available to the parent)
- Email (if available [less likely])
- Mail (if in coordination with OSD; Tutorific prepares the master document, OSD copies and distributes)

We suggest that the initial bilingual letter and invitation include both the District's logo and Tutorific's, and that it be cosigned by both organizations so that the parents understand that the program is legitimate.

To build self-confidence from the beginning, the programs will be presented to the families as something the students have EARNED because we all see their GREAT POTENTIAL. We'll reinforce the idea that they are lucky to have been selected and must attend regularly to earn Certificates of Completion. At the same time, OSD and Tutorific will present this as required learning; a program that the students need to attend unless there is a health reason not to participate.



## Cost

Approximately 76 students will be identified as possible recipients. Selection will be based on, but not limited to, such criteria as need, ability to schedule, guardian willingness. Each will be given approximately 45 hours of tutoring at \$29 per small group hour or 1.75x this rate for 1:1 tutoring. The budget caps at 76 x 45 hours x \$29 for a total of \$99,180.

This INCLUDES staffing, staff wages, high CA and FED fringes, all educational materials, curriculum planning as well as the curriculum itself, parent coordination, scheduling, testing (both pre and post), reporting of scheduled attendance and testing, and all administration. Quite simply, the cost can't be beat. And this is to say nothing of the burden this lifts from OSD administrative and educational staff. This is a major program on top of the huge demands of ongoing school and after-school programs.

## Savings Comparison to District Direct Costs

If one considers that the District's teacher cost is at least \$55 per hour and that there is an approximate 26% fringe of another \$14 per hour, the additional cost of providing services directly begins to become evident. The actual cost would be much higher in that the District would also have facility and facility support expenses, program design, materials costs, additional administrative support, and parent support costs. Costs aside, it would be incredibly difficult to find District teachers willing to add these hours to their day...during a pandemic...as they are transitioning yet again between online and in-school...with none of us knowing if another wave or variation of Coronavirus is on its way.

## Tutorific Background

The Oxnard School District knows us well. We have worked together for more than 16 years. Here's just a bit more information that relates directly to our ability to provide this program.

Tutorific has a 50-year history of success right here in west Ventura County. We have earned numerous awards for our work including two from the Ventura County Office of Education and two Congressional Certificates of Special Recognition. Our staff also has more than 100 production credits for the development of educational materials and children's edutainment products. This includes work for such companies as Disney Educational Materials, Nickelodeon, Cartoon Network, Warner Bros., and LucasFilm; even winning RIAA Platinum Album status for a Star Wars based children's read-along. Letters of Commendation from the cities of Camarillo & Ventura.

Tutorific served many hundreds of local English Learners during the nine years we participated as the number-one selected NCLB tutoring organization but in terms of parent preference and the amount of tutoring given to families. Where some companies provided as little as six to ten hours, Tutorific gave thirty.

We were the provider of tutoring to the Ventura County Office of Education for foster, kinship, and homeless students for twelve years, until that responsibility shifted to individual LEAs.

We continue to provide tutoring on behalf of the Special Education departments of OSD and Santa Paula School District for students with a wide range of needs and abilities.

Tutorific was NASA's Ventura County host of "NASA's Summer of Discovery."

We also developed the SPARC study skills program for the Ventura County Office of Education's especially for use with Foster Youth and Migrant Populations.

Beyond the proven success of our one-to-one and specialty small group tutoring, Tutorific is known for our ability to think BEYOND the box, not just outside it. We created and provided an entire Special Education Summer Program for the Oxnard School District for which students were bussed to our center as well as an ELL summer program for Briggs School District. For their summer programs, Oxnard School District and Briggs School District both used our kinesthetic math program which teaches math facts via body movement; engaging and effective. We provided everything; staff, curriculum, educational materials. We also developed and ran our "Brain Camp" for your district; again, providing everything. This exciting program was all about stimulating critical thinking skills in inventive ways.

Our Executive Director has both an educational and community development background. He was the manager of The Walt Disney Educational Media Company, was twice an overseas United States Peace Corps Volunteer and then Associate Peace Corps Director. He was Director of the Bombali Experimental Elementary School and Teacher Training Center, and lecturer of education and child development at the Makeni Teacher's College. He worked closely with Dr. Mae Jemison to facilitate the opening of "The Jemison Institute of Advancing Technologies in Developing Nations at Dartmouth College" where he also lectured in the subject as part of the NASA funded "The Earth We Share" program. He twice consulted overseas for USAID funded programs and has educational publishing credits from MacMillan and Prentice-Hall.



**Bottom Line: Done right. Done simply. Done less expensively.**

THIS is what we do. We do it incredibly well while reducing work-overload and stress at the District level. We make sure that the program reaches its goals, makes a positive difference, and provides results we can all be proud of.

This is why we've been in business 50 years, been hired by 14 school districts, received two Awards of Excellence from the Ventura County Office of Education and two Certificates of Special Congressional Recognition. We do it right.

**EXHIBIT D**

**SAMPLE PARENT/GUARDIAN INFORMATIONAL LETTER  
(Will be provided in English and Spanish; subject to modification)**

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OXNARD SCHOOL DISTRICT

IMPORTANT  
NOTICE OF ADDITIONAL TUTORING 20-21

(Student's Name)  
(Student's School and Grade)

Dear Parent or Guardian,

You are receiving this letter because your student qualifies for after-school small-group tutoring in one or more vital subjects. This program is **NO COST** to you and is available only to a limited number of qualified students such as yours. We are pleased to share with you that services are being provided by Tutorific, an excellent and effective organization with whom our district has worked for more than sixteen years. To be effective, participation is required. **Attendance is important and is reported** by Tutorific to the district. Absences will result in your child being dropped from this program. If dropped, a student cannot reenroll. We are counting on you to support our efforts to help your student.

Subjects may include **reading, English language arts, and/or math** based on your student's pre-test which will occur during the first session.

You have two location options: **Online** participation from your home using your student's iPad **or at Tutorific's education center** in Camarillo which is limited and assigned on a first-come basis within each subject and grade. Transportation is not provided.

**Your child will receive approximately 20 hours of sessions. Your child's start date, session days, and session times may depend upon how quickly you respond to the upcoming call from Tutorific. You may expect a call or letter from Tutorific within the next 30 days.**

Congratulations! This is an excellent opportunity for your student.

Service Provider: Tutorific. 484 Mobil Avenue, Suite 12, Camarillo, CA 93010.  
Tutorific's Parent Line: 805-276-1507

Sincerely,

Mrs. Teresa Ruvalcaba  
Manager of Equity, Family and Community Engagement  
Oxnard School District



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-24, LingPerfect Translations, Inc. (DeGenna/Ruvalcaba)**

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LingPerfect Translations, Inc. will provide over-the-phone Translation/Interpreting services as needed during the 2021-2022 school year.

**Term of Agreement: July 1, 2021 – June 30, 2022**

#### **FISCAL IMPACT:**

Not to exceed \$3,000.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-24 with LingPerfect Translations, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-24, LingPerfect Translations Inc. \(5 Pages\)](#)  
[Proposal \(9 Pages\)](#)  
[Certificate of Insurance \(3 Pages\)](#)



## OSD AGREEMENT #21-24

### AGREEMENT FOR OVER-THE-PHONE INTERPRETATION SERVICES

**THIS AGREEMENT** ("Agreement"), effective as of 7/1/2021 ("Effective Date") is made by and between **OXNARD SCHOOL DISTRICT** with its headquarters at 1051 South A Street, Oxnard, CA 93030 ("OXNARD SCHOOL DISTRICT"), and **LingPerfect™ Translations, Inc.** with its headquarters at 1110 Brickell Av. Suite 430-K25, Miami, FL 33131 ("**LingPerfect**").

For and in consideration of the mutual promises and covenants set forth herein, OXNARD SCHOOL DISTRICT and LingPerfect agree as follows:

**WHEREAS**, LingPerfect is a Language Services Provider.

**WHEREAS**, OXNARD SCHOOL DISTRICT desires to contract with LingPerfect for certain interpreter services on an as-needed basis upon the terms and conditions detailed herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Covered Services.

Pursuant to this Agreement, OXNARD SCHOOL DISTRICT shall be able to request and LingPerfect shall provide, in accordance with the terms herein, uninterrupted telephone interpretation service 24-hours-a-day / 365 days-a-year / 7 days-a-week; otherwise known as over-the-phone interpretation services (collectively, "**OPI**").

##### a. Included features:

- On-demand interpretation via phone
- Dedicated toll-free number
- Access codes
- Ability to capture call detail
- 24 / 7 live customer service and technical support
- Medically and legally certified interpreters available in just seconds
- HIPAA, HITECH, CMS and Joint Commission compliant

#### 2. Source of Services/Subcontracting.

Services shall be performed by freelance linguists who work as independent contractors for LingPerfect ("**Interpreters**"); provided, however, some OPI calls may be performed by persons employed by or contracting with third-party service providers.

#### 3. Term and Termination.

- a. Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall begin on the Effective Date and unless terminated earlier as provided herein, shall have an initial term of one (1) year (the "Initial Term"). The Term of this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"). Subject to Section 2.b below, either party may terminate this Agreement on thirty (30) days' written notice at any time during the Term. OXNARD SCHOOL DISTRICT may terminate this Agreement immediately on written notice to LingPerfect if LingPerfect breaches any provision of this Agreement.
- b. Either party may terminate this Agreement immediately on written notice to the other party, if the other party (i) ceases to actively conduct its business (ii) files a voluntary petition for

bankruptcy or has filed against it an involuntary petition for bankruptcy, (iii) makes a general assignment for the benefit of its creditors, or (iv) applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee. OXNARD SCHOOL DISTRICT can terminate this agreement immediately upon written notice if OXNARD SCHOOL DISTRICT's financial obligations to LingPerfect are the subject of a garnishment.

4. **Representations and Warranties.** LingPerfect represents and warrants to OXNARD SCHOOL DISTRICT that the following statements are true and will be true throughout the duration of the Agreement:

- a. **Organization of LingPerfect.** LingPerfect is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- b. **Authorization/Freedom to Enter into Agreement:** LingPerfect has the full capacity, right, power, and authority to execute and perform this Agreement.
- c. **Compliance with Laws.** LingPerfect shall comply with all laws (including Common laws), ordinances, codes, rules and regulations (collectively, "Laws") regarding the Services and Deliverables, and LingPerfect's obligations and performance under this Agreement.
- d. **Merchantability, Fitness, Conformance.** The Services and Deliverables provided by LingPerfect shall (i) be provided in a professional and workman-like manner; (ii) be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard; (iii) meet or exceed all industry standards applicable to the Services; and (iv) be in compliance in all respects with all specifications, performance standards, or descriptions furnished, specified or adopted by OXNARD SCHOOL DISTRICT .
- e. **Proprietary Rights.** The Services and Deliverables do not infringe upon or violate any patent, trademark, copyright or other proprietary rights of any third party.
- f. **OXNARD SCHOOL DISTRICT Records.** LingPerfect (i) shall use any records, materials, data, and/or other information provided or made available by OXNARD SCHOOL DISTRICT or collected while providing the Services in connection with this Agreement (collectively, the "OXNARD SCHOOL DISTRICT Records"), including any records, materials, data and/or information derived from the OXNARD SCHOOL DISTRICT Records and any aggregated information contained within OXNARD SCHOOL DISTRICT Records, solely for the purpose(s) set forth in this Agreement or as agreed upon by the parties in writing; (ii) shall not authorize or permit any disclosure of OXNARD SCHOOL DISTRICT Records by LingPerfect except as set forth in this Agreement or as agreed upon by the parties in writing; (iii) shall securely return or destroy, as determined by OXNARD SCHOOL DISTRICT , the applicable OXNARD SCHOOL DISTRICT Records, including any copies, immediately upon the termination or expiration of this Agreement, and shall not retain any information from the OXNARD SCHOOL DISTRICT Records; and (iv) shall not copy, duplicate or otherwise reproduce in any manner the OXNARD SCHOOL DISTRICT Records or any portion of the information contained in or derived from the OXNARD SCHOOL DISTRICT Records except as set forth in this Agreement or as agreed upon by the parties in writing. As between LingPerfect and OXNARD SCHOOL DISTRICT, OXNARD SCHOOL DISTRICT owns all right, title and interest in and to the OXNARD SCHOOL DISTRICT Records. OXNARD SCHOOL DISTRICT Records shall be deemed the Confidential Information of OXNARD SCHOOL DISTRICT. Other than for purposes of performing under this Agreement, LingPerfect shall not aggregate, reverse-compile or reverse engineer any OXNARD SCHOOL DISTRICT Records, even if such aggregation, collection or data manipulation is anonymous or shall be used for statistical purposes or otherwise.

5. **Indemnification.**

- a. LingPerfect shall defend, indemnify and hold harmless OXNARD SCHOOL DISTRICT , its affiliates, and their respective directors, officers, shareholders, employees, contractors and agents ( collectively, the “OXNARD SCHOOL DISTRICT Parties”) from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) (each, a “Claim”) arising out of or otherwise relating to LingPerfect’s performance or failure to perform as required by this Agreement, LingPerfect’s acts or omissions, or any of LingPerfect’s representations or warranties contained in this Agreement.
- b. OXNARD SCHOOL DISTRICT shall defend, indemnify and hold harmless LingPerfect from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) (each, a “Claim”) arising out of or otherwise relating to (a) material or information supplied by OXNARD SCHOOL DISTRICT pursuant to this Agreement when such material or information is used as directed by OXNARD SCHOOL DISTRICT ; (b) OXNARD SCHOOL DISTRICT trademarks, trade dress or other intellectual property (except patents) provided by OXNARD SCHOOL DISTRICT (the “Intellectual Property”) infringing any intellectual property rights of a third party when such Intellectual Property is used as directed by OXNARD SCHOOL DISTRICT ; or (c) OXNARD SCHOOL DISTRICT ’s breach or alleged breach of this Agreement.

6. **Notices.** Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement shall be in writing and may be transmitted via email with a read receipt in accordance with the regular method of communication between the parties. Alternatively, each party may elect to use one of the following methods of delivery: (a) US-recognized overnight courier, with such notice effective at the time delivery is shown in the courier’s records; (b) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for each party shall be as listed below:

**OXNARD SCHOOL DISTRICT**  
1051 South A Street,  
Oxnard, CA 93030  
ATTN:Teresa Ruvalcaba  
Email: [truvalcaba@oxnardsd.org](mailto:truvalcaba@oxnardsd.org)

**LingPerfect™ Translations Inc.**  
1110 Brickell Av., Suite 430-K25  
Miami, FL 33131  
ATTN: Vanessa Herrera B.  
Email: [vherrera@lingperfect.com](mailto:vherrera@lingperfect.com)

7. **Governing Law and Venue.** The laws of the State of Florida, without regard to Florida's choice-of-law principles, govern all matters arising out of or related to this Agreement. The parties agree that the exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States

8. **Entire Agreement.**

- a. This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the parties’ agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.

- b. This Agreement is effective as of the Effective Date set forth in the first paragraph above. In the event the Effective Date is left blank, the Effective Date of this Agreement will be deemed to be the earlier of the date this Agreement is signed by both parties or the first date on which services contemplated by this Agreement are performed and/or provided by LingPerfect.
- c. In signing this Agreement below, each party agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

9. **Pricing.**

- a. Any active account not reaching a minimum of 50 minutes per month will have a \$25 minimum monthly service fee applied.
- b. All scheduled calls require a sixty (60) minute minimum and twenty-four (24) hours' notice of cancellation;
- c. Scheduled calls reserved for more than 60 minutes, started late or no-shows are billable for the total time booked.
- d. Each Third-Party call will incur an additional charge of Fifteen cents (\$0.15) per minute;
- e. Each call (including Third Party) placed internationally will incur an additional charge as per carriers' published pricing;
- f. Per minute rates:

<b>Tiered Pricing</b>	<b>Spanish (per minute)</b>	<b>All other languages (per minute)</b>
<b>0 - 50 mins./month</b>	\$25.00 Minimum fee	
<b>51 - 5,000 mins./month (Base rate)</b>	\$2.00	\$2.50
<b>5,001 - 10,000 mins./month</b>	\$1.75	\$2.25
<b>10,001 - 20,000 mins./month</b>	\$1.50	\$2.00
<b>20,001+ mins./month</b>	\$1.25	\$1.75
<b>3<sup>rd</sup> Party call</b>	+\$0.15	+\$0.15
<b>3<sup>rd</sup> Party call (International)</b>	Additional charge as per carriers' published pricing	

**OXNARD SCHOOL DISTRICT, INC.**

**LingPerfect™ Translations, Inc.**



\_\_\_\_\_  
Name: Lisa A. Franz

\_\_\_\_\_  
Name: Vanessa Herrera B.

Title: Director, Purchasing

Title: Director of Strategic Accounts

Date: \_\_\_\_\_

Date: 05/10/2021

**Confidentiality Notice: This document is confidential and contains proprietary information and intellectual property of LingPerfect™ Translations, Inc. Neither this document nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of LingPerfect™ Translations, Inc. Please be aware that disclosure, copying, distribution or use of this document and the information contained therein is strictly prohibited.**

Proposal for Over the Phone  
Interpretation (OPI) Services

Prepared by  
LingPerfect Translations, Inc.:



Prepared for:



**LingPerfect DUNS number:** 078727049  
**LingPerfect GSA contract number:** GS00F085DA

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## Executive Summary

Erica Murillo de Jeronimo

Oxnard School District

May 10th, 2021

Dear Alberto,

Thank you for providing LingPerfect with this opportunity to present itself as a language translation and Interpretations services partner to **Oxnard School District**.

For more than 10 years, LingPerfect has delivered innovative business solutions that **boost efficiency and value** for our clients across our service offerings supply chain. LingPerfect has a vast network of resources which exceeds 10,000 professional translators and interpreters in the US and across the globe. We employ leading-edge technology and best practices to implement solutions that improve communication among all of a client's key stakeholders.

Since its inception, LingPerfect has been a trusted partner to US Government and Commercial entities. Throughout this time, LingPerfect has consistently demonstrated a superior level of attention to detail, flexibility in working with our clients to exceed their expectations and providing innovative solutions. Today, **Oxnard School District** is seeking a partner who can help them with phone interpretation into **Multiple Languages**.

At LingPerfect, we have the resources, attitude, services and approach to form a mutually beneficial partnership with Oxnard School District. Should you require additional information or clarification for any of our responses, please do not hesitate to contact us.

We look forward to any feedback you may have, and thank you again for this opportunity.

Cordially,

**Vanessa Herrera B.**

Director of Strategic Accounts

LingPerfect Translations, Inc.

1110 Brickell Av. Suite 430-K25,

Miami, FL. 33131

Phone: +1-929-200-1015

vherrera@LingPerfect.com

[www.LingPerfect.com](http://www.LingPerfect.com)



## LingPerfect at a glance

LingPerfect is an international language service provider that helps businesses to achieve maximum returns on their localization investment by delivering quality driven language expertise in over 150 languages. Thanks to our unique blend of employees and linguists, processes, and customer service, even the most technically and linguistically complex content can be translated into a multitude of languages effectively and efficiently.

We understand that translations are a major investment for our clients; therefore we deliver the highest value through quality translations in a timely manner. We create tailored localization solutions through clear, client-focused communications and a multilevel Quality Assurance process, guaranteeing each project has optimal results. Our experience, competitive pricing and use of the most efficient technologies allow us to build long-term partnerships with our clients.

LingDirector, our project management and translation management system, stored in the US-based Microsoft server room, allows for easy user functionality across the globe and operating systems. No installation is required, and accessibility requires only an internet connection with client-specific credentials. LingDirector allows LingPerfect and its clients to track a project's status, overall spend, and submit a new request from anywhere in the world.

At LingPerfect, we utilize only native-speaking and subject-matter experts. With offices in Europe, America and Asia we have the capabilities, resources, and infrastructure to deal with your most demanding assignments.

## **Technical Proposal: Interpretation**

LingPerfect offers accurate interpreting services that promise comprehensible, successful communication. Our interpreters are available for business meetings, conference calls, depositions, medical exams, community meetings, and more. In today's world, communication is a key factor for success. The need to overcome a language barrier can be critical and LingPerfect's interpreting services are always available to help.

### **Over the Phone Interpretation (OPI)**

LingPerfect has a team of over 8,000 professional interpreters who are carefully selected and trained in interpretation skills and specific industry practices and terminologies to be the very best in the business. Professional, courteous, and focused on complete and accurate interpretation in any circumstance, our interpreters will provide you with the very best phone interpreting experience possible.

LingPerfect's over-the-phone interpreting solution is easy to use on any phone, connecting you to an interpreter within seconds, 24/7/365.

LingPerfect provides a toll free telephone number, basic account information, and identify the language you need. You will be connected with an interpreter within seconds. We can customize this process to streamline your call flow, improve efficiency, and meet your specific business needs.

LingPerfect Over the Phone Interpretation services (OPI) allows you to provide the callers with a dedicated toll free telephone number. The caller is greeted in-language, and then paired with an interpreter before your phone even rings, saving time and increasing productivity. The short response time improves the in-language client experience and is perfect for appointments, consults, community outreach, hotlines and more.

### **LingPerfect Interpretation Experience**

In addition to the services described above LingPerfect offers a turnkey solution which proved successful for multilingual communication.

At LingPerfect, We access to the top interpreters in the world along with the high-tech equipment necessary to provide highly professional onsite interpretations in almost any environment. From large concert halls to small meeting rooms, LingPerfect has a solution for your onsite interpretations needs.

Our onsite interpreters have undergone the most rigorous language training in the industry. With UN certified interpreters on staff, LingPerfect understands the strict standards necessary to provide accurate onsite interpretations. With linguists trained in over 150 languages covering all subject matters, LingPerfect will find the right linguist for your subject matter, no matter how complex.



As with all of our service offerings, LingPerfect adheres to strict standards of confidentiality and quality.

LingPerfect is the provider to over 500 clients worldwide and is trusted by the most reputable organizations in the world, including the U.S. Military and government. Whether you need business, legal, medical, educational, or conference onsite interpretation services, LingPerfect is your cost-effective and reliable solution.

## Quality Control Plan

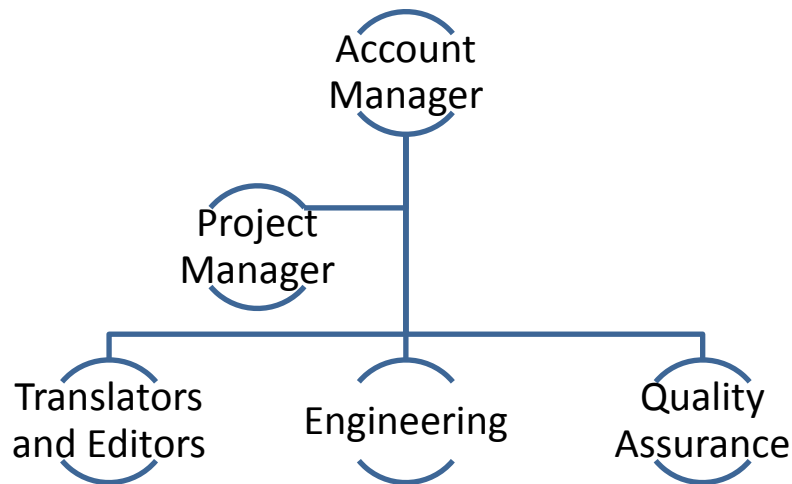
**LingPerfect is ISO 9001:2015 certified** and prides itself on its quality processes and providing excellent customer service in over 150 languages.

QualityPerfect is our management system that guides every stage of the translation process, from submitting materials to final approval. No job is complete until we know that the client is completely satisfied.

Flexibility around our clients' needs and consulting reference materials, such as glossaries and briefs, are key components of QualityPerfect. These steps ensure the final product meets all requirements and contains the specific, correct terminology. Moreover, with translation memory (TM) technology, additional projects can be carried out with increased precision and efficiency.

## Roles and responsibilities

LingPerfect establishes a custom production team dedicated to supporting Oxnard School District needs



### *Management team:*

#### Account Manager:

The AM serves as the unique point of contact for Oxnard School District. The AM handles the day to day client interaction and understands the customers' needs in order to be translated into deliverables

#### Project Manager:

The PM manages the entire translation team, sets up production matrices, coordinate with team members to ensure they have the necessary tools to efficiently complete the deliverables in a timely fashion.

### *Production team*

Translators, Editors, Engineering and Quality assurance.

## Pricing Proposal

### Telephonic Interpreting Services:

<b>Tiered Pricing</b>	<b>Spanish (per minute)</b>	<b>All other languages (per minute)</b>
<b>0 - 50 mins./month</b>	\$25.00 Minimum fee	
<b>51 - 5,000 mins./month (Base rate)</b>	\$2.00	\$2.50
<b>5,001 - 10,000 mins./month</b>	\$1.75	\$2.25
<b>10,001 - 20,000 mins./month</b>	\$1.50	\$2.00
<b>20,001+ mins./month</b>	\$1.25	\$1.75
<b>3<sup>rd</sup> Party call</b>	+\$0.15	+\$0.15
<b>3<sup>rd</sup> Party call (International)</b>	Additional charge as per carriers' published pricing	

## Summary

At LingPerfect we truly care about our clients and do everything we can to make the translation process successful and seamless. We will work with you every step of the way with a consultative approach to handle the unique demands of your projects. Our US network of linguists ensures seamless coverage regardless of language or time zone while our US-based systems allow for limitless access regardless of location.

If after reviewing this document you have additional questions or would like to discuss specific requirements in greater detail, please do not hesitate to contact me.

A handwritten signature in black ink that reads 'Vanessa Herrera B.'.

Vanessa Herrera B.  
Director of Strategic Accounts

1110 Brickell Av. Suite 430-K25,  
Miami, FL. 33131  
Phone: +1-929-200-1015

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

<b>Policy No.</b> EONNYF146021734-002	
<b>Item 1. Named Insured</b>	Lingperfect Translations, Inc Principal Address: 1110 Brickell Ave Suite 430-K25 Miami, FL 33131
<b>Item 2. Policy Period:</b>	From 12:01 a.m. 10-22-2019. To 12:01 a.m. 10-22-2020 (Local time at the address shown in Item 1)
<b>Item 3. Limit of Liability (including Claims Expenses)</b>	\$1,000,000 Each Claim \$1,000,000 Aggregate Limit \$ 5,000.00 <b>Disciplinary Proceeding Claims Expenses</b> Aggregate Limit (in addition to the Each Claim and Aggregate Limits set forth above)
<b>Item 4. Retention</b>	\$2,500 Each Claim
<b>Item 5. Premium:</b>	\$2,480.00
<b>Item 6. Retroactive Date (if applicable):</b>	10/22/2012
<b>Item 7. Professional Services:</b>	See MPL Amendatory Endorsement-Definition of Professional Services
<b>Item 8. NOTICE TO INSURER:</b>	<b>Phone:</b>

800-433-0385 (Business Hours)  
800-523-9254 (After Hours)

*Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.*

**Mail:**

Chubb North America Claims  
PO Box 5122  
Scranton, PA 18505-0554

**FIRST NOTICES FAX:**

877-395-0131 (Toll Free)

**FIRST NOTICES EMAIL:**

[ChubbClaimsFirstNotice@Chubb.com](mailto:ChubbClaimsFirstNotice@Chubb.com)

Item 9. Optional **Extended Reporting Period:**

Additional Premium: 100% of last annual premium.

Additional Period: 12 months

Item 10. Endorsements:

PF18873	(1105)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY DECLARATIONS
CC1K11i	(0218)	SIGNATURES
PF18874	(0206)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF19976	(0306)	AMENDATORY ENDORSEMENT - FLORIDA
PF45312	(0415)	ADDITIONAL INSURING AGREEMENTS: TECHNOLOGY LIABILITY, ELECTRONIC MEDIA ACTIVITIES, NETWORK SECURITY LIABILITY, PRIVACY LIABILITY, DATA BREACH FUND AND NETWORK EXTORTION THREAT
PF23296a	(0708)	CONTINGENT BODILY INJURY, PROPERTY DAMAGE ("FOR" PREAMBLE) WITH SUB-LIMIT OF LIABILITY
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
ILP001	(0104)	U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PF46593	(0815)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF40583	(0414)	MPL ENHANCEMENT ENDORSEMENT
PF23293	(1207)	MPL AMENDATORY ENDORSEMENT DEFINITION OF PROFESSIONAL SERVICES AMENDED
PF47760	(0516)	UNSOLICITED COMMUNICATIONS EXCLUSION



Producer: SCOTTISH AMERICAN INSURANCE GENERAL AGENCY INC  
648 39TH STREET BROOKLYN  
BROOKLYN, NY 11232  
Z03875

IN WITNESS WHEREOF, the **Company** has caused this **Policy** to be countersigned by a duly authorized representative of the **Company**.

DATE: 10-24-2019

\_\_\_\_\_  
Authorized Representative

AUTHORIZED AGENT

Chubb. Insured.™

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-25, American Language Services (DeGenna/Ruvalcaba)**

---

American Language Services will provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the 2021-2022 school year.

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

#### **FISCAL IMPACT:**

Not to exceed \$14,000.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-25 with American Language Services.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-25, American Language Services \(12 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)



# AML-Global

## AMERICAN LANGUAGE SERVICES

*M a k i n g T h e W o r l d S m a l l e r*

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

*ISO Certified – 9001 & 13485*

## **ABOUT AMERICAN LANGUAGE SERVICES**

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

### **FULL SERVICES WORLDWIDE W/ LOCAL COVERAGE**

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

**TRANSLATION & LOCALIZATION:** 200+ Languages

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

**TRANSCRIPTIONS:** Audio and Video to Text 100+ Languages

**MEDIA:** Dubbing, Voiceovers, Subtitling & other studio services

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

## **WE UNDERSTAND YOUR NEEDS**

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

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

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

*ISO Certified – 9001 & 13485*

**INTERPRETING**

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

**TRANSLATIONS & TRANSCRIPTIONS**

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

**DESKTOP PUBLISHING**

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

**QUALITY CONTROL**

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

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

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

*ISO Certified – 9001 & 13485*

**TRANSLATION RATES**

(Partial List of Key Languages) Supporting 200+ languages

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

**Translation rates include Translations, Proofing, and Editing**

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

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

1985

*ISO Certified – 9001 & 13485*

## ON-SITE INTERPRETING RATES-SOUTHERN/CA

### PRIME LANGUAGES                      2 HOURS MIN.                      HOURLY RATE

American Sign Language “ASL”	\$220	\$110
Spanish	\$230	\$115
Arabic	\$290	\$145
Armenian	\$290	\$145
Cantonese	\$330	\$165
French	\$330	\$165
German	\$330	\$165
Japanese	\$360	\$180
Korean	\$300	\$150
Mandarin	\$330	\$165
Portuguese	\$310	\$155
Punjabi	\$310	\$155
Russian	\$290	\$145
Tagalog	\$330	\$165
Vietnamese	\$330	\$165

### LANGUAGES BY REGION

Most Middle Eastern	\$310	\$155
Most Asian	\$330	\$165
Most European	\$330	\$165

### SPECIALIZED LANGUAGES

Hebrew, Greek, Thai, Czech, Indonesian, Mongolian, Croatian, Serbian, Slavic, Slovenian, Burmese, African, Lao, Indian, Filipino, Afghan, Pakistani & Others	\$310- \$370	\$155- \$185
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### ADDITIONAL SERVICES

Closed Captioning “CART”	\$490	\$245
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- After 15 minutes times are billed per hour
- Travel and mileage fees may apply
- Rates are subject to change without advance notice based on availability and other factors
- Additional hours are charged after 8 hours at time & half.
- ASL assignments over 1 hour require two interpreters.
- 24-hour cancellation policy for most languages
- 48-hour Cancellation for ASL, Specialized & Other languages may vary by language and by project
- Certified interpreters available upon request.

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

*ISO Certified – 9001 & 13485*

**VIDEO REMOTE INTERPRETING (VRI)  
PRICING SOUTHERN/CALIFORNIA**

**PRE-SCHEDULED**

<b>LANGUAGE</b>	<b>PER HOUR</b>	<b>30 MIN. INCREMENTS</b>
American Sign Language "ASL"	\$110	\$55
Spanish	\$95	\$50
Most European	\$125-\$155	\$65-\$78
Most Asian	\$135-\$165	\$70-\$85
Most Middle Eastern	\$125-\$155	\$65-\$78
Specialized	\$145-\$185	\$75-\$95
CART	\$145	N/A



- Easy to Set Up & Use
- 24-Hour Cancellation/ Pre-Scheduled
- 48-Hour Cancellation for ASL/Pre-Scheduled
- Specialized Languages-2-hour minimum
- Most Languages 1-hour minimum
- After the minimum hours, we charge by 30 minute increments.
- Rates are subject to change without prior notification

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**OVER THE PHONE RATES (OPI)**

LANGUAGE	PER MINUTE RATE
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**PRE-SCHEDULED**

Spanish	\$1.60 per minute
Tier 1 Languages	\$2.35 per minute
Tier 2 Languages	\$2.65 per minute



**Tier 1 Languages: (100+ Languages)**

Including: Arabic, Hebrew, Farsi, Turkish, Armenian, Cantonese, Mandarin, Korean, Thai, Russian, Ukrainian, Portuguese, French, German, Italian, Tagalog, Vietnamese, Hindi, Urdu, Punjabi, Dari, Kurdish, Laotian, Dutch, Swedish, Norwegian, Danish and many others.

**Tier 2 Languages: (50+ Languages)**

Including: Hmong, Khmer, Burmese, Twi, Haitian Creole, Karen, Swahili, Samoan, Napoli, Somali, Fulani, Tamil and many others.

- Easy to Set-up & Use
- No late cancellation fee for on demand interpreting
- 1 Hour minimum per call charge
- After the minimum for OPI we charge by 30-minute increments
- Rates are subject to change without prior notification.



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**TRANSCRIPTION RATES**

LANGUAGE	COST PER AUDIO MINUTE/HOUR	LANGUAGE	COST PER AUDIO MINUTE/HOUR
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(Partial List of over 150 Languages)

**ENGLISH**

	Per Min	Per Hr		Per Min	Per Hr
English <> English	\$3.50	\$177	British English <> British English	\$3.50	\$210

**AMERICAS**

	Per Min	Per Hr		Per Min	Per Hr
Spanish <> English	\$4.50	\$270	Portuguese <> English	\$7.50	\$450

**EUROPEAN**

	Per Min	Per Hr		Per Min	Per Hr
Bulgarian <> English	\$8	\$480	Hungarian <> English	\$8	\$480
Catalan <> English	\$8	\$480	Italian <> English	\$8	\$480
Dutch <> English	\$8	\$480	Polish <> English	\$8	\$480
French <> English	\$8	\$480	Romanian <> English	\$8	\$480
German <> English	\$8	\$480	Russian <> English	\$8	\$480
Greek <> English	\$8	\$480	Ukrainian <> English	\$8	\$480

**MIDDLE EASTERN**

	Per Min	Per Hr		Per Min	Per Hr
Arabic <> English	\$8	\$480	Hebrew <> English	\$12	\$720
Farsi <> English	\$8	\$480			

**ASIAN**

	Per Min	Per Hr		Per Min	Per Hr
Armenian <> English	\$8.00	\$480	Indonesian <> English	\$9.50	\$570
Khmer <> English	\$9.50	\$570	Japanese <> English	\$12.00	\$720
Cebuano <> English	\$7.50	\$450	Korean <> English	\$12.00	\$720
Chinese <> English	\$7.50	\$450	Kurdish <> English	\$9.50	\$570
Dari <> English	\$7.50	\$450	Pashto <> English	\$7.50	\$450
Hindi <> English	\$7.50	\$450	Punjabi <> English	\$7.50	\$450
Hmong <> English	\$11.50	\$690	Tagalog <> English	\$7.50	\$450
Taiwanese <> English	\$9.50	\$570	Thai <> English	\$11.50	\$660
Turkish <> English	\$8.00	\$480	Urdu <> English	\$7.50	\$450
Vietnamese <> English	\$9.50	\$570			

**EXPEDITED DELIVERY AVAILABLE**

- All jobs are individually priced
- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- Rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language & specific requirements
- Expedited rates will apply



Hi Alberto,

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

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

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

**Guidelines**

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

**Terms**

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

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

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

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

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

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

**Translation:**

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

**Translation:**

Optional Certification

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

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

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

Translation Process

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

Deliverables

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

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

Post Delivery & Editing

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

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

Agreed and Accepted

Date\_05/24/2021\_\_\_\_\_

AML Gobal: *Jay Herzog*\_\_\_\_Sr Account Executive

Date\_\_\_\_\_

Oxnard School District \_\_\_\_\_  
**Lisa A. Franz, Director, Purchasing**



## AMERICAN LANGUAGE SERVICES EDUCATIONAL CLIENTS (PARTIAL LIST)

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



## AMERICAN LANGUAGE SERVICES BUSINESS CLIENTS (PARTIAL LIST)

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

**World Headquarters:**

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: [translation@alsglobal.net](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://www.alsglobal.net)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2021

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> License # 0757776 <b>HUB International Insurance Services Inc.</b> 16030 Ventura Blvd. Suite 500 Encino, CA 91436	<b>CONTACT NAME:</b> Donna Jones <b>PHONE (A/C, No, Ext):</b> (310) 568-5977 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> donna.jones@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  <b>American Language Services</b> 1849 Sawtelle, Ste. 600 Los Angeles, CA 90025	<b>INSURER A :</b> Sentinel Insurance Company, Ltd. <b>NAIC #</b> 11000
	<b>INSURER B :</b> Hartford Insurance Group <b>914</b>
	<b>INSURER C :</b> Houston Casualty Company <b>42374</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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		72SBABA0072	2/1/2021	2/1/2022	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBABA0072	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72WECHO1821	2/1/2021	2/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
C	<b>Professional Liab.</b>			H720115915	7/26/2020	7/26/2021	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Worker's Compensation is proof of coverage only.

Re: Project #18-15.  
Oxnard School District is named as an Additional Insured for General Liability policy per attached endorsement form #SS 00 08 04 01.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b>  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 

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Request for Approval of Renewal Agreement #21-26 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (Quinto/Miller)**

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Since December 2009, Oxnard School District has contracted with Zixta Enterprises, Inc. for Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot.

Renewal Agreement #21-26 for the 2021-22 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for thirty-one (31) regular and three (3) handicapped-accessible parking spaces designated for the District's exclusive use during its hours of operation (M-F 7:00 am-5:00 pm), and all day on dates the District holds Board meetings or other special events. There is an increase of \$972.78 from last year's fee, based on the Consumer Price Index (CPI).

#### **FISCAL IMPACT:**

Under the terms of Agreement #21-26, Vallarta agrees to pay the District a yearly fee of \$26,305.53 for their use of the ESC front parking lot for the period of July 1, 2021 through June 30, 2022.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #21-26 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-26 \(6 pages\)](#)



**OSD # 21-26**  
**LICENSE AGREEMENT**

The Oxnard School District ("District") and Zixta Enterprises, Inc., doing business as Vallarta Supermarkets ("Vallarta"), hereby enter into this license agreement under the following terms and conditions (the "Agreement"):

1. The District grants to Vallarta a license for the non-exclusive use by Vallarta's customers, employees and any and all other persons conducting business with Vallarta for overflow parking purposes (the "Permitted Use"), of the District's front parking lot at the District's administrative offices on 1051 South A Street in Oxnard, California (located at the corner of South "A" Street and West Wooley Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, the "Lot"). This license, which confers no easement or other legal interest in the Lot or in any other District property upon Vallarta, is subject to the following conditions:

- a. The Permitted Use of the Lot is limited to the hours of operation of the Vallarta Supermarket at 1050 South A Street, Oxnard, California ("Vallarta #21"), being Monday through Sunday from 7am to 11pm (the "Operating Hours"), plus the 15 minutes preceding and following the Operating Hours.
- b. Vallarta shall remove any trash, shopping carts, other materials or debris resulting from the Permitted Use of the Lot at least once per hour during Operating Hours.
- c. The Permitted Use of the Lot is for overflow parking only and the parking lot located at Vallarta #21 must be used first when space is available in said parking lot.
- d. Vallarta shall advise its customers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate 31 regular parking spaces and 3 handicapped-accessible parking spaces. The District agrees to reasonably notify Vallarta of such designations or changes thereto. In May of 2011, the parties inspected the parking lot together and agree that the designated spaces are as shown on **Exhibit A** hereto and as follows:
  - i. All the parking spaces located between the two entrances to the parking lot from "A" street will be reserved for District use only during District hours of operation (M-F 7:00am-5:00pm) and all day on dates when the Board of Trustees holds meetings or other special events require it. A copy of the current schedule of the board meetings has been provided to Vallarta and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
  - ii. A swing arm gate was installed by the District during the Summer of 2011 to clearly separate the designated spaces, which are reserved for District use only during District hours of operation, from the rest of the parking lot. The location

of the swing arm gate will prevent traffic entering through the South ramp from turning into the area where the designated spaces are located, which area is highlighted on the attached Exhibit A. Since traffic entering on the North ramp will be directed South, the parties agree that no fence or gate will be installed, but signs will be posted. Vallarta's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with Vallarta.

2. The term of the Agreement shall be from July 1, 2021 to and including June 30, 2022 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

3. Both parties agree to adjust the License Fee annually based on the Consumer Price Index (CPI), which for the current period is 3.84%. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$26,305.53 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$6,576.38 each, due on July 1, 2021, October 1, 2021, January 1, 2022, and April 1, 2022. Vallarta shall also do the following:

- a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$10 million per occurrence and \$10 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
- b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. Vallarta shall bear the expense of procuring the coverage and endorsement.
- c. Upon commencement of the Term hereof, Vallarta shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
- d. At any time during the Term the District may notify Vallarta that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. Vallarta shall provide a certificate within five (5) working days of receiving such notice.

4. Vallarta shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages, or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or

intentional misconduct in and on the Lot by Vallarta's officers, employees, customers or any and all persons conducting business with Vallarta. The District shall notify Vallarta of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify Vallarta shall not relieve Vallarta of its obligations under this Paragraph unless the District's delay actually makes it impossible for Vallarta to meet such obligations.

5. If the District believes that Vallarta is failing to meet its obligations under this Agreement, the District shall notify Vallarta in writing of the events and/or conditions that it believes constitutes such failure. Vallarta shall immediately correct the deficiencies identified by the District. If Vallarta fails to immediately correct these deficiencies, the District may declare Vallarta in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve Vallarta from completing its obligations under Paragraph 4 of this Agreement.

6. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon forty-five (45) days notice to the other party; provided, however, that Vallarta's obligations under Paragraph 4, above, shall survive the termination of this Agreement.

7. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and Vallarta that has been approved by the District's Governing Board.

8. Vallarta may not assign its rights or obligations under this Agreement without the prior written approval of the District.

9. Vallarta, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Vallarta further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state, and local rules.

10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood and may benefit the neighborhood by lessening the use of sidewalks or other areas by Vallarta customers.

11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

12. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

13. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

14. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Superintendent  
1051 South A Street  
Oxnard, California 93030

To Vallarta:

Mr. Adolfo Molina  
Vice President of Finance  
10147 No. San Fernando Road  
Pacoima, California 91331

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS]**

15. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

**Oxnard School District**

**Zixta Enterprises, Inc., dba Vallarta Supermarkets**

By: \_\_\_\_\_  
Name: Ruth F. Quinto  
Title: Assistant Superintendent  
Date: \_\_\_\_\_


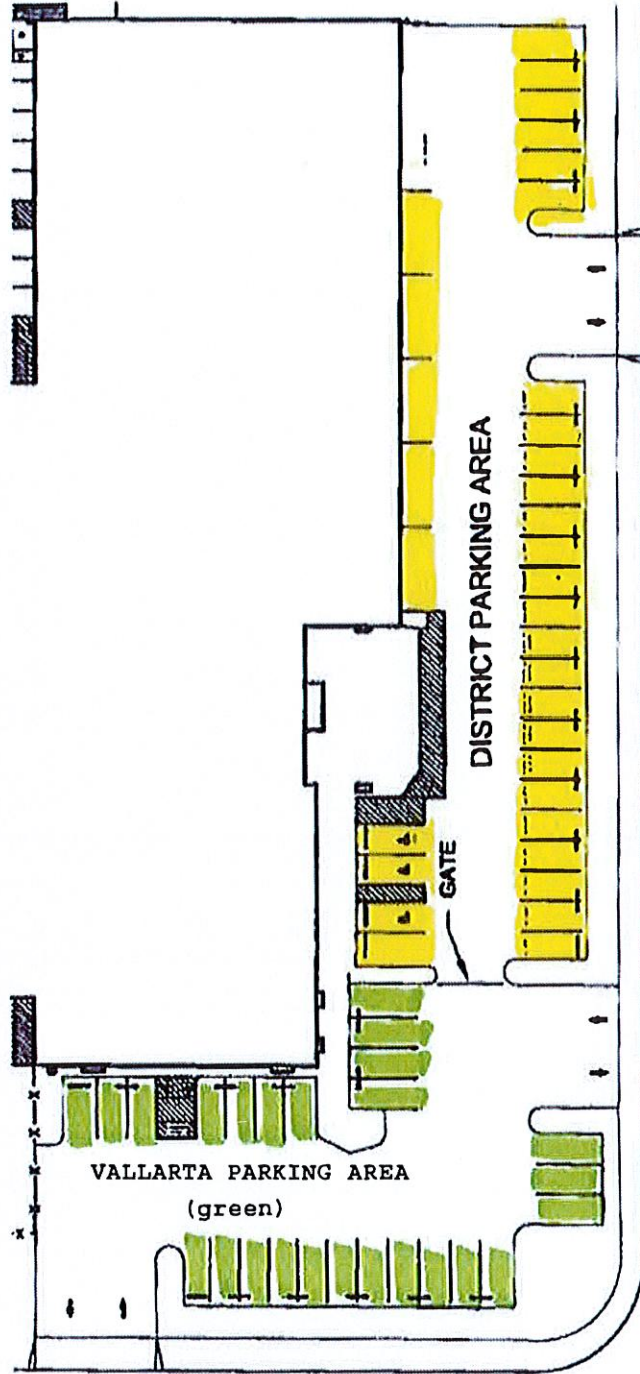
By:  \_\_\_\_\_  
Name: Adolfo Molina  
Title: VP of Finance  
Date: June 3, 2021

Exhibit A

EDUCATIONAL SERVICE CENTER  
FRONT PARKING AREA



WOOLEY ROAD

'A' STREET

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-27, CAFE Project 2Inspire (DeGenna/Ruvalcaba)**

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The CAFE Project 2Inspire Program will teach Parent Leadership classes by a CAFE trained parent specialist during the 2021-2022 school year. Parents will use learned skills in their respective school sites to further improve parent engagement and participation in school decisions.

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

#### **FISCAL IMPACT:**

Not to exceed \$20,500.00 – Title III

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-27 with CAFE Project 2Inspire.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-27, CAFE Project 2Inspire \(5 Pages\)](#)  
[Certificate of Insurance \(2 Pages\)](#)

## OSD AGREEMENT #21-27



### MEMORANDUM of UNDERSTANDING (MOU)

Between **Oxnard SD** and  
California Association for Bilingual Education (CABE)  
for *2021-2022*

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and Oxnard SD and serves to outline the details and responsibilities of CABE and Oxnard SD, respectively, in regard to CABE providing a Parent Specialist to deliver six sessions of CABE's Awareness Level Leadership sessions, a Spanish cohort of Mastery Level Leadership sessions, a cohort of Advanced Coaching and Mentoring Level 4, and Licensing Fee. A **total cost of \$20,500**, which are also outlined in the scope of work Appendix A.

#### Responsibilities of Oxnard SD

- To schedule the Project 2INSPIRE (P2I) sessions in collaboration with CABE.
- To notify CABE Project Coordinator, Daniela Hernandez of date/time changes for the parent leadership sessions in a timely manner:
  - Once Oxnard SD and CABE have mutually agreed upon the date/time for the P2I, CABE Parent Specialist assigned must be notified of any changes in date/time at least ten (10) business days prior to the originally scheduled day and time of the sessions.
  - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the session, Oxnard SD and will be liable for any additional consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the sessions at no cost to CABE;
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during the delivery of virtual Project 2INSPIRE sessions, if using a District/Site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- Provide administrative support to CABE Facilitator when necessary; and
- Limit the number of participants to a maximum of 25.
  - Participants are defined as those who attend, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support.
- If the number of participants exceeds 25, CABE must be notified at least 2 weeks in advance. An additional Parent Specialist may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.



## **Responsibilities of CAFE**

- Provide all content and curriculum; and
- Provide a Parent Specialist to present the Project 2INSPIRE sessions; and
- When in-person Project 2INSPIRE sessions is not an option due to the Covid-19 pandemic or any other reason beyond CAFE's control, provide the sessions through a virtual platform, with modifications as needed; and
- Provide a graduation celebration for all that complete full course content in person or virtually.

### **Virtual Delivery**

- If in-person professional development is not an option due to the Covid-19 pandemic or any other reason beyond CAFE's control, CAFE will coordinate with district to provide Professional Development through a virtual platform, with modifications as needed (time, materials, etc.).
- CAFE will provide the Zoom Virtual Platform and set up unless District/Site selects to use and set up a different platform. District is responsible for providing technical support to CAFE facilitator for training, managing, setting up, and monitoring the session.
- Only CAFE may record the trainings if the District or site does not approve the recording it should be communicated to CAFE prior to the start of date.
- CAFE will notify Participants before the start of the trainings that CAFE will be recording the session.
- Participants who consent but do not wish to be seen on the camera, or do not want their background visible, may also turn their cameras off or utilize virtual backgrounds at any point during the meeting.
- Information that Participants want kept private during meetings is their responsibility.
- Participants may not display, post, or otherwise use language or material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, or threatening.

### **Budgeting**

At contract signing, a PO for \$3,000 submitted to CAFE Parent Coordinator Ms. Daniela Hernandez via email [dani@gocabe.org](mailto:dani@gocabe.org). Checks will be made payable to the California Association for Bilingual Education. We will schedule the work for this project upon acceptance of this proposal, a signed district contract is submitted to CAFE and will deliver the program based on your approved schedule for your school.

CAFE Project 2INSPIRE Coordinator will invoice Oxnard SD and for the remaining amounts due once all services have been completed.

### **Intellectual Property**

CABE retains all intellectual property rights to the content of the Project 2INSPIRE presentations.

CABE retains the right to record virtual and in-person Project 2INSPIRE sessions for internal quality control purposes. Only CABE may record its presentations and any recordings are the sole property of CABE.

### **Insurance**

CABE shall provide to Oxnard SD and a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$3,000,000 aggregate and \$1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE Parent Specialist upon request.

### **Indemnification**

- A. Insofar as permitted by law, Oxnard SD and shall assume the defense and hold harmless CABE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Oxnard SD, its officers, agents or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless Oxnard SD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of CABE its officers, agents or employees.
- C. It is the intent of Oxnard SD and CABE that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. Oxnard SD and CABE agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this agreement within ten (10) calendar days of such determination. Oxnard SD and CABE further agree to cooperate in defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this agreement.

### **Termination**

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person sessions is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the Project 2INSPIRE sessions through a virtual platform, with modifications as needed, or the parties will reschedule the sessions to a mutually agreeable date.

**Notices**

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To Oxnard SD: Oxnard School District  
1051 South A. St  
Oxnard, CA 93030

To CABA: California Association for Bilingual Education  
20888 Amar Road Walnut, CA 91789

**Integration**

This MOU represents the entire and integrate agreement between Oxnard SD and CABA for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of Oxnard SD and CABA.

**Representation of Authority**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, Oxnard SD and CABA have executed this MOU as of the date first above written.



\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Authorized Representative of  
Oxnard SD  
1051 South A. St.  
Oxnard, CA 93030  
(805) 385-1501  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jan Coreia, CABA CEO  
California Association for Bilingual  
20888 Amar Road  
Walnut, CA 91789  
(626) 814-4441  
Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

### **I. GENERAL SCOPE:**

The Contractor will provide (1 English cohort) of 6 sessions, 1.5 hr. each using CABA's Level 1 Awareness curriculum for \$3,000, a Spanish cohort using the Mastery Level 2 curriculum for \$9,000, a cohort of Advanced Leadership Level 4 Coaching and Mentoring for \$4,500, and Oxnard agrees to pay Licensing fee (\$4,000) for the use of Level 1 Project 2INSPIRE Awareness curriculum for all Certificated Expert Level graduates to use with the support of a district assigned staff member. a total of= **\$20,500 for the 2021-2022 school year.**

### **II. CONTRACT MONITORS:**

The Contractor assigns **Daniela Hernandez** [dani@gocabe.org](mailto:dani@gocabe.org), as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

### **III. TASKS TO BE ACCOMPLISHED:**

#### **A. CABA Parent Specialist will provide:**

\*6 sessions, 1.5-hour training workshops on topics from CABA's P2i Awareness Level during the 2021-2022 school year with Oxnard SD held virtually through ZOOM. Training workshops dates TBD.

\* Spanish Mastery Level 2-hour training workshops on topics from CABA's P2i Mastery Level Curriculum during the 2021-2022 school year with Oxnard School District held virtually through ZOOM. Training workshops dates TBD.

\*Licensing fee

\*Advances Leadership Level 4 training workshops focuses on the vision of unity, relationships, and committed parent leaders collaborating with schools and district for the academic success of students. This level continues to support, coach and mentor parent leaders who have graduated and obtained CABA's Expert Level Certification. Training workshops dates TBD.





## ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

RE: Event's On: 09/15/2021, 09/22/2021, 09/29/2021, 10/06/2021, 10/13/2021, 10/20/2021, 10/27/2021, 11/03/2021, 11/10/2021, 11/17/2021, 12/1/2021, 12/8/2021 and 10/15/2021. Project: 2INSPIRE Family Engagement Workshop.  
 Certificate holder is named additional insured with respect to the operations of the named insured.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

**Approval of Agreement/MOU #21-28 – Oxnard Adult School, Oxnard Union High School District (DeGenna/Ruvalcaba)**

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Oxnard Adult School, Oxnard Union High School District (OUHSD), will provide Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes during the 2021-2022 school year.

**Term of the Agreement/MOU: July 1, 2021 through August 22, 2021**

**FISCAL IMPACT:**

\$8,000.00 (for materials & supplies) – Title III

**RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-28 with Oxnard Adult School, OUHSD.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-28, Oxnard Adult School, OUHSD \(2 Pages\)](#)  
[Certificate of Insurance - Oxnard Adult School, OUHSD \(3 Pages\)](#)

**Memorandum of Understanding  
Between  
Oxnard Adult School  
And  
Oxnard School District**

This memorandum of understanding explains and confirms the financial agreements, roles and responsibilities, service levels and types of services provided between Oxnard Elementary School District and Oxnard Adult School, Oxnard Union High School District for the purposes of providing Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes through Oxnard School District.

**School/Department with the Oxnard School District participating in this partnership:**

The school(s) will depend on the interest and availability of the facilities.

**Memorandum of Understanding Purpose:**

The purpose of this Memorandum of Understanding is to provide the means by which Oxnard School District and Oxnard Adult School, Oxnard Union High School District will maintain a collaborative relationship to ensure integrated and coordinated services to parents who attend the ESL and Conversational Spanish classes. If both parties are in agreement, schools within the Oxnard School District can be added or removed from the program as the program expands or scales down.

**Memorandum of Understanding Timeline:**

The terms of the Memorandum of Understanding are effective beginning ~~April~~ July 2021 and automatically renew annually unless terminated by either party.

**Memorandum of Understanding Agreement and Description of Services:**

**A. Oxnard School District agrees to:**

1. Furnish and maintain an appropriate space/spaces for the ESL and Conversational Spanish classes, including chairs, lavatories, and accessible parking. Instructional format Distance Learning (Online), Hybrid (In-person/Online), or In-person to be determined by the conditions of the COVID 19 Pandemic and agreed upon by both parties.
2. Identify and recruit qualified adults for participation in ESL classes.
3. Provide instructional materials, including Side-By-Side text, for students, at no cost.
4. Maintain communication with Oxnard Adult School and relate any issues or concerns in a timely manner.
5. Establish and maintain a secure environment for confidential information.

**B. Oxnard Adult School, OUHSD agrees to:**

1. Provide approved course outlines and credentialed instructors to teach English as a Second Language and Conversational Spanish for parents/guardians of students in the Oxnard School District.
2. Conduct academic counseling and assessment testing as appropriate to enroll students.
3. Customize course content to the meet the purposes and needs of the program.
4. Work closely with Oxnard Elementary School District to conduct process and summative evaluations of the program.

**Termination or Amendment:**

This agreement may be terminated or amended in writing at any given time by mutual written consent of all parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2021

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> Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660	<b>CONTACT NAME:</b> Afi Alameddine <b>PHONE (A/C No. Ext):</b> 949-660-5927 <b>E-MAIL ADDRESS:</b> Afi.Alameddine@Alliant.com	<b>FAX (A/C, No):</b> 949-756-2713
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 0C36861 VENTCOU-15	<b>INSURER A:</b> Safety National Casualty Corp.	15105
<b>INSURED</b> Oxnard Union High School District 309 South K Street Oxnard, CA 93030	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES** **CERTIFICATE NUMBER:** 1900214510 **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		VCSSFA LMC2020-2021 & FCA4058785/SIR \$1,000,000	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input checked="" type="checkbox"/> <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			VCSSFA LCM2020-2021	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ \$
A	<input checked="" type="checkbox"/> <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	SP 406-3463	7/1/2020	7/1/2021	<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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers Compensation Self-Insured Retention Per Occurrence Limit \$750,000

As respects Memorandum of Understanding for the purposes of providing Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes through Oxnard School District effective from April 2021. Oxnard School District and City of Oxnard are named as Additional Insured.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard CA 93030	<b>CANCELLATION</b>  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 VCSSFA LIABILITY  
COVERAGE MEMORANDUM. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED**

This endorsement modifies coverage afforded under the following:

**VCSSFA LIABILITY COVERAGE MEMORANDUM**

**X. DEFINITIONS, 33. Other Covered Party** is amended to include:

- 5.** As an **Additional Insured**, a person or organization as required in a written contract or agreement with the **Covered Party** but only for **Bodily Injury** and **Property Damage** that first occurs after the written contract is executed by the **Covered Party** and is caused by an **Occurrence** during the **Coverage Period**. The coverage provided for this **Additional Insured** shall be the lesser of the coverage provided by this **Memorandum** or the coverage and limits agreed to in the written contract.

Coverage under this **Memorandum** for the **Additional Insured** applies only to certain coverage provided under **III. Coverage Agreement, A. Liability and Errors and Omissions**.

The following additional exclusions apply to the **Additional Insured** included by this Endorsement AI-1, which are in addition to those listed in the **VCSSFA Liability Coverage Memorandum, IX.**

**EXCLUSIONS**

Exclusions:

The coverage afforded to the **Additional Insured** does not apply to:

- 1. Bodily Injury** or **Property Damage** arising out of an **Occurrence** that first occurs after the written contract ends;
- 2. Bodily Injury** or **Property Damage** arising out of the sole negligence of the **Additional Insured**;
- 3.** Liability assumed by the **Additional Insured** under any contract or agreement;
- 4. Property Damage** to:
  - a.** Property owned, used, occupied by, rented to, or in the care, custody or control of the **Additional Insured** or its employee or agent, or as to which the **Additional Insured**, its employee or agent is for any purpose exercising physical control;

End. Page 1 of 2

5. Any liability which would otherwise be covered under **III. A. Coverage Agreement, Liability and Errors and Omissions** because of **Personal Injury, Advertising Injury or Errors and Omissions**.

All other terms and conditions of the **VCSSFA Liability Coverage Memorandum** remain unchanged.

This endorsement to the **VCSSFA LCM #2020-2021** takes effect on 07/01/2020 at 12:01 a.m., Pacific Standard Time, the effective date of the **VCSSFA Liability Coverage Memorandum**, and any applicable reinsurance, unless another effective date is shown below.

Complete the information below only when this endorsement is not effective on 07/01/2020:  
Endorsement AI-1 is effective as of \_\_\_\_\_ at 12:01 a.m., Pacific Standard Time

Endorsement AI-1 is issued to: Oxnard Union High School District

Issued by: **VCSSFA**

Expiration Date: 07/01/2021



**VCSSFA Authorized Representative**

End. Page 2 of 2

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

**Approval of Agreement/MOU #21-29 – Butte County Office of Education/California Mini-Corps (Torres/Batista)**

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The California Migrant Mini-Corps Program provides Migrant students in our district with tutoring services. The tutors are hired through, and supervised by the Butte County Office of Education. The tutoring services can occur during the regular school day, summer school, after school, or Saturday school. There is no cost to Oxnard School District for these services.

**Term of Agreement: July 1, 2021 through June 30, 2023**

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees approve Agreement/MOU #21-29 with Butte County Office of Education/California Mini-Corps.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-29, Butte County Office of Education/California Mini-Corps \(7 Pages\)](#)  
[Certificate of Insurance \(2 Pages\)](#)

**MEMORANDUM OF UNDERSTANDING  
FOR BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS  
AND OXNARD SCHOOL DISTRICT  
(2021-2022 & 2022-2023 FISCAL YEARS)**

This Agreement for Services ("Agreement") is made and entered into as of the 23rd day of June, 2021, by and between the BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS ("BCOE"), a component of the California Master Plan for Migrant Education, P.L. 98-211, and OXNARD SCHOOL DISTRICT ("DISTRICT"), (together, "Parties").

**WHEREAS**, the primary objective of the California Mini-Corps Program ("Program") is to provide direct instructional services to migratory students in the district.

**WHEREAS**, the Program relies on college students to work as teacher assistants ("Mini-Corps Tutors") in migrant impacted schools, serving as role models and mentors, and providing the following direct services to migratory students: various forms of tutoring, including individual tutoring, tutorial instruction in academic subjects, extended day tutoring, home visits; post-secondary awareness; career awareness; ELD or bilingual instruction and other content areas including math and ELA.

**WHEREAS**, there is a need for the Program in the District, which is located within the Migrant Operating Agency, Region 17 (the "Region");

**WHEREAS**, the Program is administered by BCOE; and

**WHEREAS**, District seeks the provision of Program services from BCOE for migratory students in the Region.

NOW, THEREFORE, in order to implement and conduct the program during the 2021-2022 & 2022-2023 fiscal years, the Parties agree as follows:

1. **Services.** This Agreement is made and entered into for the provision of Program services for migratory students grades K-8 located within the Region, as further described in **Exhibits "A" and "B,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this agreement is contingent upon BCOE's receipt of funding. Services shall commence under this Agreement on July 1, 2021 and will continue until June 30, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Payment.** In the event additional Mini-Corps Tutors and/or hours are requested beyond what is available to the region per BCOE's contract with the California Department of Education (CDE), District shall pay BCOE for the actual cost of the Services as described in **Exhibits "A" and "B"**.
4. **Termination.** It is expressly understood and mutually agreed that the success of the program is the condition for the continuation of this agreement. Either party may, at any time, with or without reason, terminate this Agreement. Written notice by the terminating party shall be sufficient to stop further provision of Services. Notice shall be deemed given when received by the non-terminating party or no later than three (3) days after the day of mailing, whichever is sooner.
5. **Indemnification.** To the furthest extent permitted by California law, each party shall defend, indemnify, and hold harmless the other party, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or

willful misconduct of the indemnifying party. The indemnifying party shall have the right to accept or reject any legal representation that the other party proposes to defend the indemnified parties.

6. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business. Certificates and insurance policies for each party shall name the other party and Tutors provided under this Agreement as additional insureds, and provide for not less than thirty (30) days' notice of cancellation or material charge. Parties shall provide each other with a certificate of insurance stating these conditions prior to the commencement of services under this Agreement. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California.
7. **Anti-Discrimination.** It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore District agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy.
8. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
9. **Limitation of BCOE Liability.** Other than as provided in this Agreement, BCOE's financial obligations under this Agreement shall be limited to the provision of funding and expenses provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall BCOE be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
10. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**BCOE:**

Butte County Office of Education  
Mini-Corps Sr. Director  
1760 Creekside Oaks Drive, Suite 190  
Sacramento, CA 95833  
FAX: (916) 929-2739  
ATTN: Yvette Medina

**DISTRICT:**

Oxnard School District  
Assistant Superintendent  
Human Resources  
1051 South A Street  
Oxnard, CA 93030  
FAX:  
ATTN: Dr. Victor Torres

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a

written instrument executed by both Parties.

12. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.
13. **Independent Contractor.** The BCOE, in the performance of its obligations under this Agreement, shall be and act as an independent contractor and at no time be considered the agent of District.
14. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.
15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
16. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
18. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
19. **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 attorney's fees.
20. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
21. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
22. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
23. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
24. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**BUTTE COUNTY OFFICE OF EDUCATION**

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Mary Sakuma

Print Name: Lisa A. Franz

Print Title: Superintendent

Print Title: Director, Purchasing

**EXHIBIT "A"**  
**BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS**  
**DUTIES AND OBLIGATIONS**

UNDER THIS AGREEMENT BCOE AGREES TO:

1. Provide approximately 5 Mini-Corps Tutors, subject to funding availability, to work with migratory students at select schools within the district, during the 2021-2022 & 2022-2023 fiscal years.
2. Select Tutors may use pre/post assessments with select migrant students served. In some cases students may be surveyed for the purpose of assessing our program services.
3. If puppetry tutors are requested for summer school, puppetry presentations may be conducted during summer school programs, depending on availability of trained Mini-Corps Tutors.
4. Provide the District with a Program College Coordinator that will directly supervise Mini-Corps Tutors assigned to the region and will monitor Mini-Corps Tutors' work hours.
5. Ensure the Program Coordinator meets with District Administrator or designee to review the placement list and provide program updates as needed.
6. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
7. Provide professional development for Mini-Corps Tutors that will include but it is not limited to:
  - a. A minimum of 54 hours of training.
  - b. A Summer Institute Training in Sacramento, or alternate location.
8. Develop all necessary recruitment announcements, posters, brochures, applications, etc.
9. Provide presentation(s) by Program Coordinator and Mini-Corps Tutor(s) at the local sites of the district on the Mini-Corps Program as needed.
10. Recruit former migratory high school students.
11. Recruit, select, and hire the Mini-Corps Tutors.
12. Ensure that all Mini-Corps staff obtains DOJ/FBI clearances before they are assigned to work at a school. If necessary, provide verification letters of fingerprint clearances to the district.
13. Ensure all Mini-Corps staff is covered under workmen's compensation insurance.
14. Ensure that all Mini-Corps Tutors have TB and Fingerprint clearance and have successfully passed a basic skills assessment set forth by BCOE hiring guidelines.
15. Work with Priority for Service (PFS) and other migratory students and be involved in traditional and non-traditional school activities.
16. Work cooperatively with District designee in making Mini-Corps Tutor placements during the fiscal year.
17. Communicate with designated staff regarding any problems or issues with Mini-Corps Tutor placements.
18. Take immediate action to remedy any problems regarding Mini-Corps program at all placement sites.
19. Supervise, observe, and monitor Mini-Corps Tutors that are providing instructional services to migratory students.
20. Complete an evaluation of the Mini-Corps Tutor with input from the master teacher for school year and summer program.
21. The Program Coordinator and Mini-Corps Tutors will attend local in-service trainings conducted by the region if needed.

22. Provide information to the district regarding Mini-Corps activities.
23. Meet with District staff as needed.
24. Schedule and provide presentations to Migrant Parent Advisory Council(s) if needed.
25. Schedule state staff business meetings and training sessions for the Program Coordinators so they can use the Trainer of Trainers model with the tutors that provide tutorial support to the migratory students served.
26. Additional Mini-Corps Tutor Hours:
  - a. If District requests additional Mini-Corps Tutor hours, BCOE shall invoice District for any additional Tutor slots/hours beyond the allocation in item number 1 above as provided in this section.
  - b. Rate: District will be invoiced for the actual cost of additional Mini-Corps Tutor hours at the rate of \$14.00/hr or actual cost (in the event BCOE increases the tutor hourly rates) including statutory benefits and the CDE approved indirect rate for BCOE.
27. Mini-Corps will provide District data on migrant pupil supplementary services provided by tutors and assessment(s) results, as applicable.

**EXHIBIT "B"**  
**DISTRICT DUTIES AND OBLIGATIONS**

UNDER THIS AGREEMENT DISTRICT AGREES TO:

1. Identify the schools to be served by Mini-Corps Tutors where there is an academic need to provide tutorial and progress monitoring services to select migratory students.
2. District will identify schools to be served by Mini-Corps Tutors if puppetry tutors are requested for summer school. This request will be dependent on availability of trained Mini-Corps Tutors.
3. Distribute recruitment forms to their area staff.
4. Inform the Program Coordinator of regional parent meetings where the Program Coordinator can distribute program information.
5. Provide a list of graduating migratory students to Program Coordinator for recruitment purposes.
6. Assist in recruiting prospective Mini-Corps Tutors and participate in the interview panel as needed.
7. Inform schools, as needed, that Mini-Corps Tutors completed a basic skills assessment adopted by BCOE that meets the paraprofessional ESSA (Every Student Succeeds Act) requirement guidelines and Department of Justice (DOJ)/Federal Bureau of Investigation (/FBI) clearances.
8. Submit a request for Mini-Corps Tutors for college/university based and/or special projects with dates of program, work hours, site contact person, etc., if applicable.
9. Collaborate and coordinate with Program Coordinator to ensure that Mini-Corps Tutors assist and participate in educational activities such as Student/Parent Conferences, Saturday Schools, or Leadership Conferences.
10. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
11. Confer with the Program Coordinator on the placement, program schedule changes and reassignments of Mini-Corps Tutors during the fiscal year.
12. Notify the Program Coordinator of local trainings in which Mini-Corps staff can attend.
13. Notify the Program Coordinator of meetings where the Program Coordinator's presence is required.
14. Contact the Mini-Corps Program when there is a problem impacting the programs.
15. Provide Mini-Corps Tutors with instructional material to work with migrant children during special projects or summer programs.
16. If District requests additional Mini-Corps Tutor slots/hours, as provided in **Exhibit "A"**, District will be invoiced for the actual costs beyond the allocation stipulated in **Exhibit "A"**.

# CERTIFICATE OF COVERAGE

ISSUE DATE (MM/DD/YYYY)
11/5/2020

<b>MEMORANDUM NUMBER:</b>	
<b>AGENT / BROKER:</b> 650-488-8565 ABD Insurance & Financial Services, Inc. 1435 N McDowell Blvd Ste 310 Petaluma, CA 94954	<b>COVERAGE PROVIDER:</b> Bay Area Schools Insurance Cooperative(BASIC) A California Joint Powers Authority 1750 Creekside Oaks Dr., Suite 200  Sacramento CA 95833
<b>NAMED COVERED MEMBER:</b> Butte Schools Self Funded Programs Butte County Office of Education California Mini-Corps 1760 Creekside Oaks Drive, Suite 190 Sacramento CA 95833	


THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER, IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES, FOR THE EFFECTIVE COVERAGE DATES, AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOC'S IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE§ 990 & 6500, ET SEQ.

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

TYPE OF COVERAGE	MOC / POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS & SIR (MOC does not contain an aggregate limit.)
<b>GENERAL LIABILITY</b> EMPLOYMENT PRACTICES EDUCATORS' LEGAL LIABILITY PRODUCTS LIABILITY COMPLETED OPERATIONS LIABILITY ERRORS AND OMISSIONS  _____ _____ _____	20MOELC	7/1/2020	7/1/2021	LIMIT: \$ <u>1,000,000</u>  SIR: \$ <u>1,000,000</u>
<b>AUTOMOBILE LIABILITY</b> ALL OWNED, HIRED, LEASED, AND BORROWED AUTOS  _____ _____				LIMIT: \$ _____  SIR: \$ _____

**DESCRIPTION OF OPERATIONS / EVENTS / LOCATIONS/ VEHICLES (additional remarks schedule may be attached if more space is needed):**

RE: BCOE Mini Corps Agreement with Oxnard School District to provide direct instructional services to migratory students in grades K-12 during current policy term. Oxnard School District and Mini-Corps Tutors are included as additional covered members under the general liability per the attached endorsement, but only as to the liability arising out of the negligent acts of the named covered member.

<b>CERTIFICATE HOLDER:</b>	<b>CANCELLATION OF COVERAGE:</b>
Oxnard School District 1051 South A Street Oxnard CA 93030	If any of the coverages described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.     <div style="text-align: right; margin-top: 20px;">                       AUTHORIZED REPRESENTATIVE:                 </div>

POLICY NUMBER: 20MOELC

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.  
PLEASE READ IT CAREFULLY.**

**ADDITIONAL COVERED MEMBER-DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies coverage provided under the following:

**GENERAL LIABILITY**

**SCHEDULE**

**Name of Additional Covered Person(s) or Organization(s)**

RE: BCOE Mini Corps Agreement with Oxnard School District to provide direct instructional services to migratory students in grades K-12 during current policy term. Oxnard School District and Mini-Corps Tutors are included as additional covered members under the general liability per the attached endorsement, but only as to the liability arising out of the negligent acts of the named covered member.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section III – The Definition of a Covered Member is amended to include as an additional covered member the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-30, Illuminate Education (DeGenna/Thomas)**

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Illuminate Education's DnA, eduCLIMBER and Achievement Dashboard products are part of a Student Data Management System which Oxnard School District (OSD) will use at the site and district levels to monitor student progress through assessment data. State, local and curricular assessments will be imported into the system for all of the students in OSD. Reports will be created, which can be disaggregated into specific student subgroups, in order to inform instructional decision making at the site and district levels and to meet compliance requirements. Documentation regarding Multi-tiered Systems of Support and the SST process can be housed in the system for students who are connected to those processes. The contract also includes professional development on the use of the program.

**Term of Agreement: January 1, 2021 through June 30, 2024**

*\*Note: The District is currently under contract with IO Education for these services. The period of 1/1/2021 through 6/30/2021 will be a transition period due to Illuminate Education's purchase of IO Education. Illuminate Education is honoring the current agreement with no additional funds required.*

#### **FISCAL IMPACT:**

Year 1 (2021-2022) - \$192,097.88

Year 2 (2022-2023) - \$208,306.56

Year 3 (2023-2024) - \$228,610.25

3-Year Total - \$629,014.69 – Supplemental Concentration Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-30 with Illuminate Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-30, Illuminate Education \(10 Pages\)](#)

[Certificate of Insurance \(2 Pages\)](#)



# Client Order

Q-122867

6531 Irvine Center Drive Suite 100  
 Irvine, California 92618  
 (949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date:	5/13/2021	Customer:	Oxnard School District
Valid Through:	6/30/2021	Address:	1051 S A St Oxnard, California 93030-7442
Prepared By:	Kevin Mannion	Contact:	Anna Thomas
Start Date:	1/1/2021	Phone:	(805) 385-1501 x2302
End Date:	6/30/2024		
Quote Term:	42		

## 20/21 Implementation Phase

Dates: 1/1/2021 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
15,499	DnA Software License Bundle	Assessment Software Licenses	\$0.00	\$0.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
15,499	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$0.00	\$0.00
10	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
1	Product Implementation: Level 2, DnA	DnA site setup and initial configuration. District size under 4,000-30,000 students.	\$0.00	\$0.00
1	»» Level 2 Onboarding, DnA	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and DnA system setup.	Included	
1	»» Level 2 Data Integration, DnA	Extraction, import, and validation of required data for DnA site setup.	Included	
1	»» System Management Workshop, DnA	Half-day virtual Implementation training session on DnA for System Administrators.	Included	
<b>20/21 Implementation Phase Subtotal:</b>				\$0.00
<b>20/21 Implementation Phase Grand Total:</b>				\$0.00

## 21/22 School Year

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
15,499	DnA Software License Bundle	Assessment Software Licenses	\$3.37	\$52,231.63
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
15,499	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$1.75	\$27,123.25
3	Virtual Training, DnA	Synchronous learning sequence addressing selected DnA content. Facilitated live by an Instructor across 2 3-hour sessions for up to 30 participants.	\$0.00	\$0.00
1	Virtual Consultations, DnA	Three one-hour virtual training sessions for DnA.	\$0.00	\$0.00
10	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
15,499	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$77,495.00
1	Product Implementation: Level 2, eduCLIMBER	eduCLIMBER site setup and initial configuration. District size under 4,000-30,000 students.	\$4,250.00	\$4,250.00



QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	»» Level 2 Onboarding, eduCLIMBER	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and eduCLIMBER system setup.	Included	
1	»» Level 2 Data Integration, eduCLIMBER	Extraction, import, and validation of required data for eduCLIMBER site setup.	Included	
1	»» System Management Workshop, eduCLIMBER	Half-day virtual Implementation training session on eduCLIMBER for System Administrators.	Included	
15,499	Achievement Dashboard, Software License	Achievement Dashboard is the easiest, most user-friendly district dashboarding tool on the market by providing school/district leaders with a way to present key insights via customizable visualizations.	\$2.00	\$30,998.00
1	Product Implementation: Level 2, Achievement Dashboard	Achievement Dashboard site setup and initial configuration. District size under 4,000-30,000 students.	\$0.00	\$0.00
1	»» Level 2 Onboarding, Achievement Dashboard	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and Achievement Dashboard system setup.	Included	
1	»» Level 2 Data Integration, Achievement Dashboard	Extraction, import, and validation of required data for Achievement Dashboard site setup.	Included	
1	»» System Management Workshop, Achievement Dashboard	Half-day virtual Implementation training session on Achievement Dashboard for System Administrators.	Included	
			<b>21/22 School Year Subtotal:</b>	\$192,097.88
			<b>21/22 School Year Grand Total:</b>	\$192,097.88

## 22/23 School Year

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
15,499	DnA Software License Bundle	Assessment Software Licenses	\$4.19	\$64,940.81
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
15,499	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.25	\$34,872.75
10	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
15,499	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$77,495.00
15,499	Achievement Dashboard, Software License	Achievement Dashboard is the easiest, most user-friendly district dashboarding tool on the market by providing school/district leaders with a way to present key insights via customizable visualizations.	\$2.00	\$30,998.00
			<b>22/23 School Year Subtotal:</b>	\$208,306.56
			<b>22/23 School Year Grand Total:</b>	\$208,306.56

## 23/24 School Year

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
15,499	DnA Software License Bundle	Assessment Software Licenses	\$5.00	\$77,495.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
15,499	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$42,622.25
10	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
15,499	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$77,495.00

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
15,499	Achievement Dashboard, Software License	Achievement Dashboard is the easiest, most user-friendly district dashboarding tool on the market by providing school/district leaders with a way to present key insights via customizable visualizations.	\$2.00	\$30,998.00
			<b>23/24 School Year Subtotal:</b>	\$228,610.25
			<b>23/24 School Year Grand Total:</b>	\$228,610.25

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact Client Order number stated within.**

**To accept and finalize this Client Order, please remit a purchase order to:**

**Orders@IlluminateEd.net**  
 or  
**6531 Irvine Center Drive #100**  
**Irvine, CA 92618**



## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

### Definitions.

- (a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). “**Client Personnel**” means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). “**Embedded Applications**” means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). “**Licensed Products**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). “**Professional Service(s)**” means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). “**Software**” means the Illuminate software programs described in the applicable Client Order.
- (i). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“**Termination**”).
- (j). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

**5. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**6. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

## **7. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

## **8. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

## 9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

## 10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**11. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

**12. Indemnification.**

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

**14. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

**15. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client



is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

## **16. General Provisions.**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.



(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: OXNARD SCHOOL DISTRICT

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: Dr. Anabolena DeGenna

Title: \_\_\_\_\_

Title: Assistant Superintendent, Educational Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **NAMED INSURED**

Illuminate Education Holdings,LLC  
Illuminate Education Holdings, Inc.  
Illuminate Education, Inc.  
eduCLIMBER, LLC  
DataCation, LLC  
IO Education LLC  
Adrylan Communications, LLC  
eSchoolData, LLC  
SchoolCity, LLC  
Key Data Systems Holding, Inc.  
Sanford Systems, LLC  
Progress Testing, Inc.  
Illuminate Blocker, Inc.  
FastBridge Learning, LLC  
Illuminate-FBL Blocker, Inc.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #21-31, Ellevation Education (DeGenna/Ruvalcaba)**

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Ellevation Education will provide online professional development on Ellevation Academy services to teachers in the Oxnard School District during the 2021-2022 school year.

Term of Agreement: September 1, 2021 through August 31, 2022

#### **FISCAL IMPACT:**

Not to exceed \$2,500.00 – Title 1

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-31 with Ellevation Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-31, Ellevation Education \(1 Page\)](#)

# Ellevation Inc. Order Form - Q-27166

This Order Form is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated 9/1/2021 ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

<p>Company: Ellevation Inc.                  Representative: Joshua Bolduc                  Email: joshua.bolduc@ellevationeducation.com                  Phone: 617-307-5755                  Address: 38 Chauncy St, 9th Floor, Boston, MA 02111                  Start Date: 9/1/2021</p>	<p>Customer: Oxnard School District, CA                  Contact Name: Teresa Ruvalcaba                  Email: truvalcaba@oxnardsd.org                  Phone:                  Address: Educational Service Center                  1051 South A Street, Oxnard, CA 93030                  End Date:</p>
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## Subscription Fees

Subscription Total:	\$0.00
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## Services Fees

Product	Quantity	Unit Price	Total Fees
Online Training - 3 Hr	1	\$2,500.00	\$2,500.00
Services Total:			\$2,500.00

## Total Investment - Q-27166

Grand Total:	\$2,500.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term:

**ELLEVIATION INC.**

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Oxnard School District, CA**

By (Signature): \_\_\_\_\_

Name (Print): **Lisa A. Franz**

Title: **Director, Purchasing**

Date: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #21-32 – Pacific Oaks College (Torres/Batista)**

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The agreement between Oxnard School District and Pacific Oaks College will allow students from Pacific Oaks College to obtain suitable field learning experience through directed teaching experience.

**Term of Agreement:** August 1, 2021 through July 31, 2024

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-32 with Pacific Oaks College.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-32, Pacific Oaks College \(6 Pages\)](#)

MEMORANDUM OF AGREEMENT #21-32  
BETWEEN

Pacific Oaks College

AND

Oxnard School District

This Memorandum of Agreement (the "Agreement") is entered into by and between Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California (the "College"), and Oxnard School District located at 1051 South A Street, Oxnard, CA 93030 (the "District").

I. RECITALS

WHEREAS, the College is a California non-profit institution of higher education offering to its students degree programs in education; and

WHEREAS, directed teaching experience is a required and integral component of the College's education curriculum; and

WHEREAS, the College desires the cooperation of School District in the development and implementation of the directed teaching experience phase of its Education curriculum;

WHEREAS, the School District recognizes its professional opportunity and responsibility to participate in the training of Education students; and

WHEREAS, the School District wishes to join the College in the development and implementation of a directed teaching training program at School District for College's Education students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the School District enter into this Agreement on the terms and conditions set forth below.

II. The College and the School District mutually agree:

1. To collaborate to establish the educational objectives for the directed teaching program, devise methods for their implementation, and continually evaluate to determine the effectiveness of the directed teaching program.
2. The College agrees to select and assign students to School District for purposes of directed teaching. Any assignment of a Student Teaching Student to the School District shall be at the discretion of the College. However, School District reserves the right to interview any student selected by the College prior to accepting that student for training in the directed teaching program. Subject to the foregoing, students selected for assignment shall be assigned to School District for a period of time mutually determined in advance by the parties, which may be altered by 30 days written notice, with consideration given to the clinical staff and space availability.

3. The School District may, for good cause, refuse to accept or terminate a Directed Teaching Student assigned for placement at the School District.
4. For purposes of this Agreement, Student Teaching means active participation by a Student Teaching Student in the duties and function of classroom teaching under the direct supervision and instruction of employees of the School District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing the employees to serve as classroom teachers in the schools/classrooms in which the directed teaching program is provided.
5. Student Teaching Students shall be students enrolled in College's teaching credential program who have completed the prerequisites (including, but not limited to, Certificate of Clearance, TB test, CBEST, CSET, and coursework), and are eligible for directed teaching placement with the School District.
6. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.
7. Student Teaching Students will be bound by all applicable Federal, State, and local laws and ordinances concerning the student privacy and the confidentiality of student records.

III. The College agrees:

1. To designate a liaison or coordinator, hereinafter referred to as "Credential Analyst" to administer the College's responsibilities related to the program. At minimum, the College's Fieldwork Supervisor will visit each Student Teaching Student's school site to observe the Student Teacher and provide support to the Student Teacher and Master Teacher as necessary.
2. To assume responsibility for assuring the directed teaching program's compliance with the educational standards established by the California State Board of Education or any other relevant authority.
3. To provide prerequisite coursework, academic instruction and support for Student Teacher enrolled in the program.
4. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Credential Analyst, Fieldwork Supervisor, the School District's Supervising Principal, and the School Site Mentor assigned by the School District on items pertinent to teacher education and supervision.
5. To direct the assigned Student Teacher to comply with the existing pertinent rules and regulations of the School District and all reasonable directions given by qualified School District personnel.



6. To supply the Assistant Superintendent, Certificated Human Resources at the School District with the appropriate forms to be used in evaluating the performance of the assigned Student Teacher.
7. To require the Student Teacher to provide, prior to the commencement of the Student Teaching assignment, such confidential on-boarding information as may be required by the School District or deemed necessary for the training and guidance of the Student Teacher.
8. Within a reasonable time following the close of each semester, the College will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice to the College for payment, at the rate of \$250.00 for each Student Teacher's Master Teacher after completion of the close of the College's semester. In the event that a Student Teacher's placement is terminated, the Master Teacher shall receive payment from the College, through the District, as though there had been no termination, except that if the Student Teacher is terminated before one half of the semester is completed, the District/Master Teacher shall be paid only one half of the stipend.

IV. The School District agrees:

1. To designate an Assistant Superintendent who will be responsible for organizing and coordinating the planning and implementation of the intern teaching program, and administering School District's responsibilities under this Agreement.
2. To provide student teaching experience for College's Student Teaching Students.
3. To provide the physical facilities and equipment necessary to conduct the directed teaching program.
4. To designate a Master Teacher, mutually agreed upon by the School District and the College, to supervise the practical aspect of the Student Teacher's participation in the directed teaching program and provide support to the Student Teacher as necessary. The Master Teacher must be a professional who is validly credentialed (clear teaching credential with three or more years of teaching experience) by the California Commission on Teacher Credentialing, other than emergency or provisional credential, complete the mentor teacher training approved by the College or show proof of previous training, and must be authorized to serve as a classroom teacher in a school or classroom where directed teaching placement is provided.
5. To advise the College of any changes in personnel, operation or policies that may affect the directed teaching program.
6. To inform the Student Teacher of the School District's requirements (i.e., health status, criminal background) for acceptance into the School District's directed teaching program.
7. To provide the assigned Student Teacher with a copy of the School District's existing pertinent rules and regulations with which the Student Teacher is expected to comply.

8. To advise the College of any serious deficiency noted in the ability of an assigned Student Teacher to progress toward achievement of the stated objectives of the student teaching program. It will then be the mutual responsibilities of the assigned Student Teacher, the Master Teacher, and the College's Credential Analyst to devise a plan by which the Student Teacher may be assisted to achieve the stated objectives.

## V. GENERAL TERMS AND CONDITIONS

1. The Agreement between the College and the School District shall be the governing legal document between the parties.
2. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation.
3. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
4. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The School District's general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The College's professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
5. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the School District. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.
6. **Worker's Compensation Insurance.** It is understood and agreed that College's students are not to be considered employees of the College and therefore students are not eligible for workers compensation insurance and the College does not maintain workers compensation insurance for student coverage. Rather, student interns are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program.

Student interns, in consideration of this service are paying for service under their tuition arrangements with the Institution.

7. **Term.** This Agreement shall be effective for a period of three years from the date of signature when executed by both parties.
8. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed.
9. **Termination.** The expectation of all parties is that the Student Teacher will complete the term of this agreement. Termination of this agreement with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or volunteer policies of the School District. Any party may terminate this agreement without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this agreement on the part of the College or School District is separate from termination of the Student Teacher's, Master Teacher's, or either Credential Analyst's employment. It is assumed that if there is an early termination of this agreement on the part of the Student Teacher, the School District or Master Teacher, that such a decision must include consultation with the qualifying degree program.
10. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College  
Attn: Dr. Jerell Hill  
45 Eureka Avenue  
Pasadena, CA 91103  
Tel: 626.529.8420  
Email: credentials@pacificoaks.edu

For District: Oxnard School District  
Attn: Dr. Marlene Batista  
1051 South A Street  
Oxnard, CA 93030  
Email: mbatista@oxnardsd.org

11. **Modification.** This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.
12. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
13. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.

14. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.
15. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Understanding to be effective as of the day specified below.

<i>Jerell Hill</i>	Jerell Hill	Dean	5/20/2021
College Representative Signature	Printed Name	Title	Date
	Lisa A. Franz	Director, Purchasing	
District Representative Signature	Printed Name	Title	Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-33 –All Languages Interpreting & Translating (Aguilera-Fort)**

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All Languages Interpreting & Translating will provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2021 through June 30, 2022.

#### **FISCAL IMPACT:**

The cost for services will remain the same as the 2020-21 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount for the 2021-2022 fiscal year would not exceed \$15,000.00, to be paid with General Funds.

#### **RECOMMENDATION:**

It is the recommendation of the District Superintendent that the Board of Trustees approve Agreement #21-33 with All Languages Interpreting & Translating.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-33, All Languages Interpreting & Translating Inc. \(13 Pages\)](#)  
[Proposal \(1 Page\)](#)  
[Certificate of Insurance \(1 Page\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #21-33

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of June 2021 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- 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 **July 1, 2021** through **June 30, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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, including reimbursement for actual expenses, shall not exceed Fifteen Thousand Dollars (\$15,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Karling Aguilera-Fort  
Phone: (805) 385.1501 x2034  
Fax: (805) 483.7426

To Consultant: All Languages Interpreting & Translating  
701 East Santa Clara Street, Suite 47  
Ventura, CA 93001  
Attention: Lourdes Gonzalez Campbell  
Phone: (805) 654.0509  
Fax: (805) 293.8524

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**ALL LANGUAGES INTERPRETING & TRANSLATING:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related  
 Project #21-33

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-33**

**SERVICES**

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

**\*CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2022. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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

N/A

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

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

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

- None.  
 See attached list.

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

- None.  
 See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #21-33

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-33**

**COMPENSATION**

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

\*\*\$640.00 PER BOARD MEETING WITH A PRORATED HOURLY RATE OF \$213.33 FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.

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

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

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

**IV. The total compensation for the Services shall not exceed \$15,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-33**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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



Not Project Related

Project #21-33

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 #21-33

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-33**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

QUOTE FOR SERVICES

May 18, 2021

Presented to:

MS. LYDIA GARCIA  
OXNARD SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
ADMINISTRATIVE ASSISTANT  
1051 SOUTH A STREET  
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings for the Fiscal Year 2021 – 2022.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
  - Fee for two interpreters: First interpreter: \$400.00  
Second interpreter \$240.00  
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change. Our fee is also the same for Zoom with Interpreting sessions.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. We have continued providing interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, and other languages. Our services are mostly used during IEP meetings with parents and students via phone conference during the pandemic COVID19 or in person. We have also translated documents for the Special Education Departments of various High Schools in the area.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2021

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> Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	<b>CONTACT NAME:</b> Danielle Markmann <b>PHONE (A/C, No, Ext):</b> (805) 585-6112 <b>E-MAIL ADDRESS:</b> dmarkmann@tolmanandwiker.com	<b>FAX (A/C, No):</b> (805) 585-6112
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> All Languages Interpreting & Translating, Inc 701 E Santa Clara St Suite 47 Ventura CA 93001	<b>INSURER A:</b> Citizens Ins Co of America	<b>NAIC #</b> 31534
	<b>INSURER B:</b> Hanover American Ins Co	36064
	<b>INSURER C:</b> Gemini Ins Co	10833
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 20/21 GL/HNOA/WC/PROF **REVISION NUMBER:**

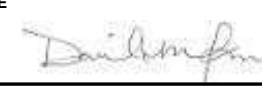
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OB3-D724007-02	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OB3-D724007-02	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<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 Y	N/A	WZ3-H317183-00	07/15/2020	07/15/2021	<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	<b>PROFESSIONAL LIABILITY</b>			VNPL006225	08/06/2020	08/06/2021	EACH OCCURRENCE 1,000,000 DEDUCTIBLE 5,000 AGGREGATE 1,000,000

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

Verification of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District Office of The Superintendent 1051 South A Street  Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #21-34 – Alliant International University Inc. (Torres/Batista)**

---

The agreement between Oxnard School District and Alliant International University Inc. will 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.

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

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-34 with Alliant International University Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-34, Alliant International University Inc. \(8 Pages\)](#)



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT CORPORATION**  
**And**  
**Oxnard School District**

Alliant International University, Inc., a California Benefit Corporation (the “University”), and Oxnard School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective July 01, 2021 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

**Subject to the suspension of any requirements pursuant to Executive Order N-66-20 or other related Executive Orders.**

**The University agrees and certifies that:**

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.

**The District agrees and certifies that:**

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
4. The District and Student Teacher Candidate or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
5. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
6. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
7. No Intern shall displace any fully credentialed employee in the District.
8. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
9. The District and the University, in partnership, must provide support for each Intern.
10. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
11. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
12. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
13. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
14. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.

15. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
16. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
17. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.

### INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

### NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.



## MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

## CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other

party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

## **GENERAL TERMS**

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and

will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California,

without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

*(Signatures on following page)*

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

**Alliant International University, Inc.:**

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Dr. Kristy Pruitt, Dean  
California School of Education  
Alliant International University, Inc.

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Date

Address:

10455 Pomerado Rd.  
San Diego, CA 92131

**Oxnard School District:**

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Director, Purchasing, Lisa A. Franz

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Date

Address:

1051 South A. Street  
Oxnard, CA 93030

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #21-35 – Pepperdine University (Quinto/Lugotoff)**

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Based on established American Dietetic Association competencies, Oxnard School District will provide Pepperdine University interns with access to appropriate resources for education including: access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the intern can complete the required curriculum.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-35 with Pepperdine University.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-35, Pepperdine University \(3 Pages\)](#)

## OSD AGREEMENT #21-35

### AFFILIATION AGREEMENT

#### BETWEEN

Pepperdine University

and

Oxnard School District

This Affiliation Agreement is entered into between the Individualized Supervised Practice Pathway (ISPP) located at Pepperdine University in the Natural Science Department at Seaver College and Oxnard School District (The Affiliated Facility) located in Oxnard, California.

#### PURPOSE

Pepperdine University has an ISPP program for educating students to meet the qualifications for practice in the profession of Dietetics and desires the assistance of the Affiliated Facility in providing a supervised experience to the students and is willing to assist by providing a supervised experience to the students enrolled in the program.

Therefore, it is mutually agreed by and between such parties that

#### RIGHTS AND OBLIGATIONS

1. The University and the Affiliated Facility shall cooperate to provide supervised experience to students of the University enrolled in the Dietetic ISPP program.
2. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a US Veteran pertaining to any experiences during the Dietetic ISPP program.
3. Students are not employees of Pepperdine University or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party, which includes not providing Worker's Compensation coverage.
4. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of Pepperdine University and the Affiliated Facility.
5. The objective of the Affiliated-Facility training shall be to create awareness in the students of the activities within the Affiliated Facility and to have the students gain experience in such activities.
6. The experience for students in the ISPP program shall occur during the fall, and/or spring semesters as follows:
  - a. Maximum of 1 student(s) shall be assigned to the Affiliated Facility at anyone time for experience any given semester.
  - b. The length of the time the student(s) will be assigned to the Affiliated Facility shall be mutually agreed to by the University and the Affiliated Facility prior to the student's arrival at the Affiliated Facility.
7. During the supervised experience, the student shall be under the Direction of a University staff member/s. The University staff member/s shall:
  - a. Coordinate the program with the Affiliated Facility
  - b. Complete program planning one (1) month prior to beginning of rotation, including schedule and name(s) of participating student(s).
  - c. Visit the Affiliated Facility as needed to observe students and discuss students' performance with staff members.

- d. Evaluation of student progress:
  1. Determine grades reflecting the student's level of performance based upon:
    - i. Evaluations and input from the Affiliated-Facility staff.
    - ii. University methods of evaluation/observation.
8. The students shall undergo a health examination and/or supply any health documents which the Affiliated Facility may require.
9. Any materials loaned to the student by the Affiliated Facility must be returned in satisfactory condition to the Affiliated Facility or replacement costs will be charged to the student.
10. Responsibilities of students in the program are to:
  - a. Recognize the uniqueness of the Affiliated-Facility experience and be prepared to meet time demands of the experience, exclusive of special projects and planning sessions.
  - b. Observe and adhere to policies and procedures of the Affiliated Facility as though employed there.
  - c. Assume responsibility for one's own progress, i.e., extra student or time spent if lacking skills or knowledge in certain areas. The Didactic component is the instructional time; whereas, the time in Affiliated Facility is for practicing a composite set of skills.
  - d. Use mistakes and constructive criticism to learn.
  - e. Arrange consultations and/or evaluations with Affiliated Facility and/or University staff at mutually agreed upon times.
  - f. Realize and accept that each student has divergent capabilities in combining the related skills and knowledge that are being acquired; therefore, each student shall progress at his her own rate.
  - g. Do not remove any materials from the Affiliated Facility without prior approval of the facility.
  - h. Report any absenteeism to the Affiliated Facility and university staff prior to scheduled time for arrival.
  - i. Maintain the confidentiality of all Affiliated-Facility clients.
  - j. The intern shall carry personal professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate.
  - k. The intern shall carry personal medical coverage for the length of the program and is responsible for all medical costs while in the program.
  - l. Will complete a background check and fingerprinting prior to beginning the program kept on record with the program Director.
11. Responsibilities of Affiliated-Facility staff members in the program are to:
  - a. Be a role model for students. While working with the staff member, the student
    1. Receives orientation to that staff member's particular area of responsibility.
    2. Observes staff member in performance of his/her duties.



3. Has supervised experiences in areas as defined by the rotation objectives.
  4. Performs selected duties with minimum levels of supervision after achieving specified level(s) of knowledge, skill, and judgment, as agreed upon by Affiliated-Facility & University staff.
  5. Does not replace staff to fulfill any staff work responsibilities, unless related to activities to meet Dietetic ISPP responsibilities
- b. Assist in the evaluation process of the student. Appropriate evaluation tools may be but are not limited to:
1. evaluation forms.
  2. documentation of effective improvable incidents.
  3. weekly or biweekly formal consultations.
- c. Assist the university staff members in presenting formal evaluations made by the Affiliated Facility, to the student.

**EFFECTIVE DATE**

1. This Agreement shall be effective for the time period of September 1, 2021-June 30, 2022.
2. This Affiliation Agreement may be revised or modified by mutual consent of the contracting parties.
3. This Affiliation Agreement will be terminated 90 days after a written notice to the individual, as identified below, by registered mail from either party. Any student currently placed with an affiliated facility shall be permitted to complete the placement unless the student is personally responsible for the reason termination is requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month, and year first above.

**FACILITY NAME**

Pepperdine Individualized Supervised Practice Pathway (ISPP) Program

By:

By: Sunnie DeLano, MS, RDN

\_\_\_\_\_  
**Signature**

**Name:** Lisa A. Franz

Name: Sunnie DeLano, MS, RDN

**Title:** Director, Purchasing

Title: Director, NSCP-ISPP Program  
Pepperdine University

**Date:** \_\_\_\_\_

Date: 04/23/2021

**Mailing address:**

Mailing address:

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

Pepperdine University  
Natural Science Department/NSCP-ISPP  
24255 Pacific Coast Highway  
Malibu, CA 90263

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-36 – FoodCorps Inc. (Quinto/Lugotoff)**

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The Oxnard School District must renew the annual agreement with FoodCorps to acquire a new service member.

Member will work at designated school service sites to implement District designated healthy school culture initiatives. The member will continue efforts initiated during the 2020/21 SY in the area of Food Waste reduction, garden education, and nutrition education. FoodCorps nutrition education activities and programming are in addition to what would otherwise be provided by a teacher or school district and therefore, will not duplicate or replace existing school activities and required nutrition education and will not displace teachers, staff or volunteers.

**Term of Agreement:** August 9, 2021 through July 8, 2022

#### **FISCAL IMPACT:**

Not to exceed \$7,500.00 – CNS Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-36 with FoodCorps Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-36, FoodCorps Inc. \(13 Pages\)](#)  
[FoodCorps Service Site Agreement \(16 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #21-36**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of June 2021 by and between the Oxnard School District (“District”) and FoodCorps Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 9, 2021 through July 8, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Suzanne Lugotoff  
Phone: 805.385.1501, x2435  
Fax: 805.487.8268

To Consultant: FoodCorps Inc.  
1140 SE 7<sup>th</sup> Avenue, Suite 110  
Portland, OR 97214  
Attention: Jackie Hemann  
Phone: (503) 558.6314  
Fax:

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

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

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

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



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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**FOODCORPS 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 #21-36

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-36**

**SERVICES**

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

**See attached FoodCorps Service Site Agreement**

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

**See attached FoodCorps Service Site Agreement**

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. N/A	
C. N/A	
D. N/A	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #21-36

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-36**

**COMPENSATION**

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

Not to Exceed \$7,500.00

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

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

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

**IV. The total compensation for the Services shall not exceed \$7,500.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-36**

**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 three hundred thousand dollars (\$300,000) per occurrence. If FoodCorps maintains broader coverage and/or higher limits than the minimums shown above, the Service Site requires and shall be entitled to the broader coverage and/or higher limits maintained by FoodCorps. Any available insurance proceeds, including abuse and molestation coverage, in excess of the specified minimum limits of insurance and coverage shall be available to the Service Site.

~~(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**~~

Not Project Related

Project #21-36

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

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 #21-36

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-36**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



## FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the “Agreement”) is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 (“FoodCorps”) and **Oxnard School District** (“Service Site”), which is a school district] in the state of California , Tax ID: **95-6002318**

### RECITALS

A. FoodCorps connects kids to healthy food in school, so they can lead healthier lives and reach their full potential. In partnership with AmeriCorps, FoodCorps operates a service program that places emerging leaders into limited-resource schools for a year of service.

B. Service Site is a school district that desires to partner with FoodCorps in California (the “FoodCorps State”) by facilitating FoodCorps programming in the FoodCorps State.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

### 1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document along with all exhibits and documents referenced herein will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

### 2. Definitions

The definitions in **Exhibit A** are included for reference and are incorporated by reference into this Agreement.

### 3. Service Site Requirements. Service Site Requirements are outlined in **Exhibit B**, which is incorporated by this reference into this Agreement. Service Site further agrees as follows:

3.1 Service Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:

3.1.2 FoodCorps Requirements, Policies and Procedures the terms of which are incorporated by reference into this Agreement, and within the FoodCorps Handbook. Service Site supervisors will receive access to the FoodCorps Handbook during their supervisor training in Summer 2021.

3.1.3 Prohibited Activities Rules. Service Site understands that the FoodCorps Handbook outlines the rules that prohibit the Service Site and Service Members from engaging in certain activities (as amended, modified or supplemented from time to time, collectively the “Prohibited Activities Rules”). The Prohibited Activities Rules may be modified from time to time by AmeriCorps or FoodCorps in writing (including by email).



The Prohibited Activities Rules are incorporated by reference into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities Rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities Rules.

3.1.4 Nondisplacement in Hiring. In conjunction with the Service Site Requirements, Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site's participation in the FoodCorps Program or Service Site's utilization of any Service Member.

3.2 Program Service Fee. Service Site agrees to comply with the following regarding the Program service fee:

3.2.2 Unless otherwise agreed to in a writing signed or confirmed by both parties, Service Site must pay FoodCorps the \$7,500 program service fee within 30 days of receipt of the invoice. FoodCorps will send Service Site its invoice in September.

3.2.3 No part of a Program service fee may be raised by or through the service of a Service Member.

3.2.4 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either compelling circumstance (as outlined in the FoodCorps Handbook) or termination of this Agreement in accordance with the terms of this Agreement, a portion of the Program service fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 Additional Service Site Obligations. Service Site further agrees as follows:

3.3.2 Service Site shall not make any offer or promise relating to an existing or potential service member's compensation or benefits.

3.3.3 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their respective Service Member contracts and in the FoodCorps Handbook.

3.3.4 Service Site must provide or ensure, as applicable, a safe and accessible work space for Service Members, which includes making every reasonable effort to ensure that the health and safety of Service Members are protected during the performance of their assigned duties. Service Site may not assign or require Service Members to perform duties that would jeopardize their safety or cause them to sustain injuries.

3.3.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site and School Orientation Checklists in the FoodCorps Handbook.

3.3.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with

unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.

- 3.3.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of the Service Members, including but not limited to:
- Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
  - Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
  - Service Site personnel changes that result in a new staff member being appointed as Service Site Supervisor.

**4. Mutual Understandings.** For the avoidance of doubt, the parties acknowledge and agree as follows:

- 4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- 4.3 FoodCorps's ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which the Corporation for National and Community Services ("CNCS") approves FoodCorps as an AmeriCorps program and continues FoodCorps's corresponding grant, and on FoodCorps's receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps's control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of Service Members regardless of targets or (b) replacement of Service Members who are suspended or terminated or who resign.
- 4.4 Service Site may conduct fundraising activities to support the Service Member Program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Prior to commencing any fundraising activities related to the Program service fee in which Service Site intends to raise \$1,000 or more, Service Site must notify FoodCorps in advance of launching such fundraising activities.

- 4.5 FoodCorps welcomes advice and suggestions from Service Site, but FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole owner of the Program, including its fundamental operating structure at the national, state, and local level.

**5. Term; Termination; Effect of Termination.**

- 5.1 Term. The effective date of this Agreement is the last date on which it is signed by all parties. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Service Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for compelling circumstances (as that term is defined in the FoodCorps Handbook).
- 5.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until all Service Members have completed their required number of service hours or have formally withdrawn or been released from the program.
- 5.3 Mutual Agreement. Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 Material Breach. Either party may terminate this Agreement for cause with immediate effect if the other party does not fulfill an obligation under this Agreement or if the other party violates any term or condition of this Agreement and such failure or violation is not cured, if curable, within 30 days after delivery of written notice of such failure or violation.
- 5.5 Service Site Breach. If Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 Effect of Termination. Upon expiration or earlier termination of this Agreement, Service Site's rights under this Agreement to use the Program will terminate and the parties will be relieved of their respective further obligations under this Agreement except the rights and obligations under this Agreement that expressly survive termination or expiration.
- 5.7 The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site

## **6. Recordkeeping and Reporting.**

- 6.1 Service Site will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, Program fees, and Service Members (“Records”). Service Site will retain all Records for a period of not less than seven years following the termination or expiration of this Agreement or as otherwise required by applicable law and regulations. Service Site will make available all Records to FoodCorps and AmeriCorps for review, inspection, or audit upon written request during the term of this Agreement and for seven years after the expiration or termination of this Agreement.
- 6.2 Service Site will respond to and submit required programmatic reports to FoodCorps within the time frames specified by FoodCorps.

## **7. Independent Contractors**

The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, express or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency. Neither party shall have the right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way, or to undertake any obligation of any kind, express or implied, on behalf of FoodCorps.

## **8. Confidential Information**

- 8.1 “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 8.2) considers confidential or proprietary. “Confidential Information” includes all information received by Service Site from FoodCorps related to this Agreement or the Program. “Confidential Information” does not include information that the Receiving Party (as defined in Section 8.2) can demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives (as defined in Section 14(b)); (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.
- 8.2 In connection with this Agreement, each party (for purposes of this Section 8, the “Disclosing Party”) may disclose or make available its Confidential Information to the other party (for purposes of this Section 8, the “Receiving Party”). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will:
  - (i) not use or permit to be used the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement.

- (ii) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- (iii) not disclose the Disclosing Party's Confidential Information except to its directors, officers, employees, consultants, or legal advisors ("Representatives") who: (a) have a need to know for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 8; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8.
- (iv) be responsible for ensuring its employees', consultants', and legal advisers' compliance with, and be liable for any breach by such individuals of this Section 8.

8.3 At the Disclosing Party's request, the Receiving Party shall return or destroy, as requested, the physical materials containing or relating to the Disclosing Party's Confidential Information, without retaining any copies. In the event of default under this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies, including (without limitation) damages.

8.4 Each party's confidentiality obligations under this Section shall survive the expiration or termination of this Agreement for so long as such information received by the Receiving Party remains "Confidential Information."

## 9. Insurance; Limitation on Liability; Indemnification

Select *ONE* of the options for the 9.1 section of this Agreement.

Option A: Check to select

9.1 a Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

Option B: Check to select

9.1 b Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

9.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.

9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and its officers, directors, employees, and members from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and

liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

## 10. General Provisions

- 10.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.
- 10.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.3 Assignment. Neither this Agreement nor any other rights or obligations of a party under this Agreement may be assigned or delegated by either party.
- 10.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 10.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- 10.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.
- 10.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

SERVICE SITE:  
[Oxnard School District)

FOODCORPS:  
FoodCorps, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Jackie Hemann  
Title: California Program Director

THE UNDERSIGNED SERVICE SITE SUPERVISOR HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Definitions

**FoodCorps Handbook:** A comprehensive document that describes the responsibilities of Service Members, Service Site, other service sites, and FoodCorps within the FoodCorps Program.

**FoodCorps State:** The state in which Service Site is authorized and agrees to facilitate the FoodCorps Programming pursuant to this Agreement.

**Non Duplication of Services:** FoodCorps programming is in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school or service site and Service Member will not displace teachers, staff, or volunteers.

**Program:** A national public service program conducted by FoodCorps to connect kids with healthy food in school, pursuant to which Service Members complete a year-long term of stipended AmeriCorps service, during which time they serve to foster the creation of healthy school food environments on behalf of children in limited-resource communities. The Program may also be referred to in this Agreement as the "FoodCorps Program".

**Service Member:** AmeriCorps members enrolled to serve in the FoodCorps Program pursuant to a contract with FoodCorps ("Service Member Contract"). Service members are not "employees" or "apprentices" or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

**Service Site:** Service Site is the entity entering into this Agreement. Service Site is located within the FoodCorps State and is a school, school district, or community-based nonprofit organization focused on health, education, and/or food systems. Service Members perform their Term of Service at the Service Site.

**Service Site Supervisor:** Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

**Term of Service:** The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 9 of the year of this Agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the Program year (August 9, 2021-July 8, 2022).



## EXHIBIT B

# Service Site Requirements 2021-2022

The upcoming service term will run from August 9, 2021- July 8, 2022.

FoodCorps' mission is to work with communities to connect kids to healthy food in school. We partner with community organizations, school districts, and schools who play a critical role in fulfilling this mission and directly support service members in implementing high quality programming. All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at gatherings.

Outlined below are the key investments, program management responsibilities, and school partnership commitments that FoodCorps requires of all service sites. All service sites are also expected to read and comply with the **FoodCorps Handbook** and the **Service Site Agreement**.

Please note that this list is not comprehensive, but reflects the highest priority requirements. Due to unforeseen impacts of the COVID-19 Pandemic, or similar emergencies at the local or national level, FoodCorps may modify or change the requirements of the service position.

### SITE SUPERVISOR RESPONSIBILITIES

Service sites must appoint one staff member to act as the **lead service site supervisor**. The site supervisor will be the primary point of contact with FoodCorps. The site supervisor must be identified prior to the start of the service term, and they will be required to fulfill the following responsibilities:

- ✓ Attend a mandatory Site Supervisor Training on June 25th and regular Site Supervisor calls during the service term.
- ✓ Actively participate in service member recruitment and selection processes for their site
- ✓ Prior to Service Member's arrival: Beginning of August
  - Complete the FoodCorps Menu & Action Plan, including the School Background Information component, Areas of Service component, and Service Member Weekly Schedule components with school leaders.
  - Review and sign the Memorandum of Understanding with school leaders.
- ✓ Conduct weekly check-ins with each member to provide coaching and support.
- ✓ Approve weekly timesheets and ensure members serve a minimum of 1,700 hours.
- ✓ Complete a formal mid-term and end-of-term review for each service member.
- ✓ Adhere to all AmeriCorps rules and regulations.

- ✓ Release service members for all required national and state-based trainings.
- ✓ Participate in multi-year planning and annual goal setting to build sustainable programming.

## SCHOOL PARTNERSHIP REQUIREMENTS

If the service site is not an individual school, the site is responsible for selecting and building strong partnerships with local schools based on the following requirements:

- Service members may be assigned to a maximum of elementary 2 schools.
- Partnering schools must be of high-need, where at least 50% of the student population is eligible for free or reduced price lunch or an equivalent measure (such as community eligibility).
- New partnering schools must complete a formal MOU process and meet with FoodCorps state and national staff as requested throughout the year.
- Partner schools must co-create a Service Member's teaching schedule that includes 12 teaching blocks and a minimum of 5 hours reserved for Service Members to spend in the cafeteria during meal times.
- Partner schools must work with Service Members to identify a group of youth leaders for the Cafeteria Captain program.
- Partner schools must post provided FoodCorps partnership signage in 1-2 visible locations in the school (lobby, office, etc.).
- Partnering schools must identify a School Advisor to serve as the service member's primary point of contact to ensure that they are included in the school community.

## PROGRAM REQUIREMENTS<sup>1</sup>

Site supervisors and school staff must structure FoodCorps service so that each member can successfully meet the following requirements:

- ✓ **Hands-on Learning** - The FoodCorps service member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden. Members must teach a minimum of 100 students in grades K-8 for 10+ instructional hours over the course of their service term.
  - If possible, service members are provided with opportunities to observe skilled teachers to learn about the instructional approaches and goals of the school.
  - The school agrees to provide a credentialed adult, preferably the classroom teacher, while service members deliver hands-on lessons.
  
- ✓ **Healthy School Meals** - FoodCorps sees meal time as a learning opportunity to develop lifelong healthy eating habits and positive social skills. The service member must maintain a regular presence as a positive role model in the school cafeteria, spending an average of at least [5-10 hours] in the cafeteria each week.
  - The School will introduce the FoodCorps Service Member to cafeteria staff, review school meal distribution and food safety plans, and provide access to the necessary facilities.
  
- ✓ **Schoolwide Culture of Health** - The service member should be considered an active member of the school community and support fostering a schoolwide culture of health and wellness.
  - FoodCorps Service Members should be included in school health/wellness/garden committee(s), if such teams exist.
  - Service Members should be provided with the necessary access and opportunities to build or improve the school garden
  - They should also be invited to organize, lead, or participate in initiatives to engage with staff and families remotely or in person throughout the year.

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<sup>1</sup> If the community is significantly impacted by COVID-19, the school agrees to give the member access to provide nutritional educational content to students in whatever way is practical under state or local restrictions implemented to meet infectious disease control measures. Adjustments might be made to service activities due to the continued impact of COVID-19.

Sites must support service member participation in program evaluation. Each service member must complete the following:

- Provide ongoing information through submission of weekly Reporting & Reflection Logs.
- Administer a pre- and a post- Vegetable Preference Survey with one group of students in 2nd grade or above.
- Submit a Healthy School Progress Report in the Fall for any schools that are new to FoodCorps, and in the Spring for all schools.
- Provide and seek pre-approval for any service plans during school closures that outline alternate service and teleservice activities, including anticipated hours and deliverables.

### 2021-2022 SITE PARTNERSHIP TIMELINE

February 8	<input type="checkbox"/> Service Member Application launches for 2021-2022
April 2	<input type="checkbox"/> Service Site Partnership Application due for all service sites
April 12	<input type="checkbox"/> FoodCorps informs service sites of partnership status for 2020-2021
Starting April 13	<input type="checkbox"/> Service sites interview and select service member candidates (offers sent on a rolling basis)
Summer 2021	<input type="checkbox"/> Service Site Supervisors attend required FoodCorps training (dates vary)
July 1	<input type="checkbox"/> Deadline for service sites to confirm site contact information and specific partner schools (if applicable) for 2021-2022.
August 9, 2021	<input type="checkbox"/> First day of 2021-2022 service term
July 8, 2022	<input type="checkbox"/> Last day of the 2021-2022 FoodCorps service term

## **FoodCorps Principles for Safety in Service During COVID-19**

*Last updated 4/15/21, subject to change*

**FoodCorps' expectations for in-person service:** For the 2021-2022 service term, FoodCorps' expectation is that service members will serve in person at their schools and sites. If a member cannot meet the site or school's requirements for in-person service, they must request an accommodation from FoodCorps HR and the site during the selection process before the start of the term. If a reasonable accommodation cannot be met at that site, FoodCorps will search for another site for the member to serve at; however, we cannot guarantee that another site will be identified. If no reasonable accommodation can be met and no alternative sites can be identified, FoodCorps will make the final decision regarding terminating the term of service for the member.

**FoodCorps' expectations for vaccinations:** FoodCorps supports and encourages vaccination for service members, but members are only required to get vaccinated if their site or school requires it. If their site requires it and they do not want to be vaccinated, they can request a religious or medical exemption (if applicable) or can decline service at that site. We will try to accommodate, but cannot guarantee, another service placement.

**A note for service sites:** FoodCorps requires all Service Sites and Schools to provide service members with training and up to date information on the specific school, site, and local protocols for public health and safety related to COVID-19. In the absence of more rigorous or specific guidance at the local level, the Service Site should ensure that FoodCorps service members comply with the following principles as minimum standards for safety. If, for any reason, a service member is unable, unwilling, or, as a Service Site, you cannot support them to adhere to these minimum standards, please inform the FoodCorps state team as soon as possible.

**Principles for Safety:** The impact of COVID-19 varies across the many communities we serve, as does the response of local and state officials. While policies and guidelines for safety differ depending on where you serve, every individual plays a role in preventing the spread of the virus. Your safety and that of the communities you serve is a top priority for FoodCorps. Therefore, we ask that all members adhere to the minimum standards for safety outlined below. If your school, site, or state provides more prescriptive and specific guidelines, please read and comply with those protocols first and foremost. In cases where more rigorous guidelines do not exist, service members should follow the basic principles listed below. If, for any reason, a service member is unable, unwilling, or unsupported to adhere to these minimum standards, they should alert their site supervisor and state team as soon as possible.

FoodCorps will provide two reusable cloth masks to each service member. FoodCorps also offers reimbursement for the purchase of safety equipment and supplies for your service, such as additional masks, hand sanitizer, gloves, disinfectants, etc., purchased through the Service Member Supply Fund.

**The following principles are based on current research and guidance provided by public health professionals:**

- **Stay informed-**
  - Keep up to date on local school, district, site, and state public health policies, protocols and guidelines related to COVID-19 and adhere to them. Reach out to your site supervisor and state team if you have questions or concerns about these policies.
  - Be familiar with the [symptoms of COVID-19](#)
- **Practice physical distancing-**
  - Minimize close contact with anyone outside the members of your household, maintain a distance of at least six feet whenever possible.
  - Whenever practical, engage in group activities outdoors (i.e. teach classes in the garden). If indoors, increase ventilation by opening windows.
- **Wear a mask-**
  - Use a mask to cover your mouth and nose when in public. This is especially important when indoors, or when unable to maintain a distance of at least six feet.
  - Maintain a distance of at least six feet even when wearing a mask, a cloth face covering is not a substitute for social distancing.
- **Maintain good hygiene-**
  - [Wash your hands](#) often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
  - If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.
  - If you are around others and are not wearing a cloth face cover, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
  - Avoid touching your eyes, nose, and mouth with unwashed hands.
  - Clean and disinfect frequently touched surfaces, including tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
  - Avoid sharing tools, supplies, and utensils, provide individual use materials that are disposable or can be sanitized for re-use.

- **Monitor your health:**
  - Monitor for any [symptoms of COVID-19](#).
  - Do NOT report for in-person service if you are even mildly sick. Stay home and self-quarantine. Let your Site Supervisor and FoodCorps State Team know immediately. If you have any symptoms of COVID-19, contact your health provider and ask whether you can or should be tested for the virus.
    - If you have been sick, adhere to local public health guidelines regarding when you may return to your school or site, but at a minimum, you should not return to service until you have been symptom free for at least 24 hours.
  - If you suspect that you may have been exposed to the virus, and/or if you have any symptoms of self-quarantine and contact your health provider immediately.
  - If you test positive for COVID or believe that you may have had COVID, you should self-isolate, and only return to service after:
    - At least 10 days since symptoms first appeared **and**
    - At least 24 hours with no fever without fever-reducing medication **and**
    - Other symptoms of COVID-19 are improving:
      - At least 72 hours have passed since you have experienced any symptoms AND test negative for COVID-19

### **Guidance for Service Members with Health Concerns**

If you have a medical condition that may place you at a higher risk for severe COVID-19 illness, or are concerned for any other reason about your ability to serve safely given the needs and circumstances at your FoodCorps service site, please reach out to your FoodCorps' site supervisor and state team to discuss accommodations and/or a plan for alternative service. If you are uncomfortable discussing your medical situation with your site supervisor or state team, please reach out to FoodCorps' HR team.

### **References and Additional Resources:**

- [List of Links to State Health Department Websites](#)
- [CDC Guidance for School Nutrition Professionals and Volunteers at Schools](#)
- [CDC Guidance on Reopening for Schools, Child Care, and youth Programs](#)
- [CDC List of Symptoms](#)
- World Health Organization: [Coronavirus Disease Advice for the Public](#)
- World Health Organization: [Key Actions for Prevention in Schools](#)
- [Center for Eco-Literacy Emergency Meal Services Resources](#)
- [Public Health Guidelines for Safe Community Gardening Best Practices for COVID-19](#)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Approval of Agreement #21-37, Frog Environmental Inc. (Quinto/Briscoe)**

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Frog Environmental Inc. will perform the required Annual Comprehensive Facility Compliance Evaluation (ACFCE) of the district's Transportation facility, during the 2021-2022 fiscal year. Services will include: SWPPP updates based on review of all samplings, visual observations and inspection records, Lab and Sampling Services, completion and submittal of the 2021-22 Level 2 Technical Report and provision of Storm Water Monitoring services as required by State Compliance Regulations.

#### **FISCAL IMPACT:**

Not to exceed \$6,000.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Board of Trustees approve Agreement #21-37 with Frog Environmental Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-37, Frog Environmental Inc. \(3 Pages\)](#)





## 2021-2022 Storm Water Monitoring Contract

**Client: Oxnard School District**  
**Address: 516 West Wooley Rd, Oxnard, CA 93030**

### **Monitoring:**

- Provide a Monitoring Plan and related administrative items and services, such as binders, service visit scheduling, and phone consulting.
- Provide required annual training for employees to perform required tasks such as proper completion of Monthly BMP Inspection Reports and Monthly Observations, rain preparation, and proper sampling techniques.
- Observations and comprehensive site BMP Evaluations performed throughout the year. This includes completing required forms and a BMP Report of findings for client.
- Perform records audit reviewing the Monthly BMP Inspection Reports and any other records generated.
- Provide rain alerts for forecasted rain events.
- BMP Site Evaluation and Recommendation Report included.

### **SMARTS Database Administration:**

- Provide support and oversight of SMARTS database set-up and administration.
- Upload Annual Report, notifications and SWPPP changes as required via the SMARTS database.
- Upload sample results within 30 days via the SMARTS database.

### **SWPPP Updates:**

- Update basic changes for SWPPPs updated or prepared by Frog Environmental. \*

*\* Updates on client prepared SWPPPs will be reviewed on a case-by-case basis to determine whether Frog or client will perform updates.*

*\*\*Updates that are required due to newly adapted TMDL regulations will be quoted/billed separately.*

### **Annual Report:**

- Perform the required Annual Comprehensive Facility Compliance Evaluation (ACFCE), including SWPPP updates based on a review of all sampling, visual observations and inspection records. The ACFCE also includes an inspection of potential pollutant sources, BMPs, and drainage areas having no exposure to industrial activities.
- Assess compliance and BMP effectiveness.
- Review all generated records for proper completion of Annual Report.\*
- Enter reports to the State Water Resources Control Board (SWRCB) via SMARTS.

*\* Additional charges may apply if significant records assistance is needed to complete report.*

### **Basic Run-Off Sampling Services:**

- Provide rain alerts for forecasted rain events so Pre-Storm Visual Inspections and BMP Implementation can be performed by client.
- Discuss sample results with client, indicating any exceedances. Interpretation of results will be provided when necessary.
- CERS access for HUC-10 analysis.
- Provide initial training for employees to perform required tasks. \*

*\* Additional training may be provided if needed (e.g. review of sample and observation locations, proper sampling technique, and proper completion of the Chain of Custody).*

Please Initial \_\_\_\_\_

**Cost for Monitoring Services:**

\$ 574.00 Due August 1

\$ 574.00 Due November 1

\$ 574.00 Due February 1

\$ 574.00 Due May 1

**\$2,296.00 Total Annual Cost – Lab and Sampling Fees Billed Separately (Invoices Net 30 Days)****Additional Client Services****Lab and Sampling Services***Cost for Run-Off Sampling per event based on 3 point(s) and additional parameters None.\** **Lab Services and Sampling Using Frog Environmental**

Frog will provide the following:

- An initial sampling kit and additional sampling kits when needed.
- Coordination of sample delivery to laboratory, performed by Frog or a courier service at no additional charge.\*
- Communication of sample results to client indicating any exceedances.
- Additional training as needed.

*\*Additional charges may apply if samples need to be expedited.**Please check one of these options:* **Frog will collect** samples, coordinate with lab and provide results and interpretation.  
\$\_\_\_\_\_ per event. (Visual Observations included) **Client will collect** samples. Frog will coordinate with lab and provide results and interpretation. **\$525** per event, **\$175** per point. **Client to use own lab, will be responsible** for collecting samples, lab coordination, and delivering results to Frog. Frog will still provide training, rain alerts, oversight and results interpretation.**Monthly BMP Inspection Reports***Required monthly, performed year round:* **Frog will perform** the Monthly BMP Inspection Reports at **\$195** per report. **Client will perform** the Monthly BMP Inspection Reports (Frog will provide all necessary documents).**Other Services:**

- Responses to agency inspections, general agency correspondence, QISP oversight, and expert witness are not included and will be billed at an hourly rate of **\$125**.
- Site visits: Up to four visits are included. Additional site visits are subject to billing at an hourly rate of **\$125**.
- Additional site visits, services, or sampling required due to any changes in Water Board policies with respect to Total Maximum Daily Loads (TMDLs) or Hydrologic Unit Code 10 (HUC-10) Watershed requirements are not included and will be billed at an hourly rate of **\$125**. Additional parameters or sample points will be billed based on the Lab and Sampling Service rates in this contract.
- Unforeseeable events and major changes to the Scope of Work are not included and will be billed as Time and Materials at an hourly rate of **\$125**.
- Prior to additional work, a separate quote will be issued with an estimated budget to complete the task. **No additional work will be conducted until authorization is granted.**

Please Initial \_\_\_\_\_

**Purchase Order Required:**  Yes  No **P.O. #** \_\_\_\_\_

Client (Print and Sign) **Lisa A. Franz, Director, Purchasing**

Date



Bradley Hochwald, Consultant, Frog Environmental, Inc.

May 25, 2021

Date

**1. Acceptance:** Contract quotes are valid for 30 days from the date of quotation.

**2. Term:** This Agreement shall commence and be effective concurrent with the start of the Storm Water Year (July 1st), hereto ("Effective Date"), and shall have an "Initial Term" of one (1) year from the Effective Date and shall be effective until terminated pursuant to the "Termination Clause".

**3. Auto-Renewal:** Unless written notification to not renew this Agreement is provided no less than sixty (60) days prior to the expiration of any Term, after the Initial Term, this Agreement shall be self-renewing initially on an additional one (1) year basis, and then every subsequent time thereafter on an annual basis for a time period of an additional twelve-month period each independent time this Agreement self-renews. The date of the annual self-renewal shall be on July 1st of each respective year.

**4. Termination Clause:** Client may terminate this contract at any time for any reason by giving at least 60 (sixty) days' notice in writing to Frog. If the contract is terminated as provided herein, then Client shall pay Frog all such unpaid monies within 10 (ten) days of the Termination Date.

**5. Paperless Billing Available:** Frog Environmental is committed to preserving our environment and its resources and is working towards a paperless payment processing system. As such, all invoices are available for automatic bill pay through major credit cards.

**6. Contract Terms:** Standard credit terms are net 30 days, subject to credit approval. Unless otherwise noted, all invoices are due 30 (thirty) days from the invoice date. We currently offer a 2% discount if payment is received within 10 (ten) days of the invoice date. Invoices and balances not paid within 60 (sixty) days will be assessed a 10% late fee that will continue to accrue until paid. All accounts with balances not paid within 60 (sixty) days will be placed on credit hold and all services will be suspended until payment is received. This Agreement constitutes a binding legal agreement which shall supersede any verbal agreements. If Frog Environmental is forced to institute a collection action against Client for unpaid services, Client shall pay to Frog Environmental its attorney fees and collection costs.

**7. No Refunds or Exchanges:** No refunds or exchanges for services performed are allowed.

**8. Service Fee:** \$30.00 will be assessed for any returned checks.

**9. Payments:** The undersigned hereby authorizes Frog Environmental, herein Frog, and its lender or funding source, the right to obtain and use consumer and/or commercial credit reports on the undersigned, now and from time to time, as necessary in the credit evaluation and review process and waives any right or claim the buyer(s) would have under the Fair Credit Reporting Act in absence of this continuing consent. This signed Agreement authorizes Frog and its assignees to report the undersigned's performance of any obligation owed Frog to any consumer/commercial reporting agency or other credit grantor.

**10. Unscheduled Services:** In the event that emergency or unscheduled service are requested by Client, additional charges may be assessed, due and payable upon presentation of an invoice by Frog Environmental to Client. Client is responsible for and shall pay in a timely way, any fees or charges associated with unscheduled services.

**11. Waiver and Limitation of Liability:** Frog Environmental has priced its products and services upon the understanding, and you hereby acknowledge the understanding, that Frog Environmental will not be responsible or liable for any form of consequential, incidental, statutory, punitive, exemplary or indirect damages of whatever kind or type arising from any type of commercial, business, environmental, tort, warranty, contract, strict liability or other causes arising directly or indirectly from or in connection with any product or service and/or its use, except consequential damages for any injury to a person in the case of products purchased for consumer use as defined by 15 us c. § 2301. Frog Environmental shall not be liable in any event for an amount greater than the cost to Client of Services.

**12. Attorney Fee Requirement:** Should any action be instituted, at law or in equity, concerning the Services, any provision of this Agreement, or the rights and obligations of either party in relation thereto, the party prevailing in such action shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for that party's costs and attorney's fees in the litigation.

**13. Litigation Limitation:** No action of any type at law or in equity arising out of or related to this Agreement or the performance thereof shall be commenced by either party against the other more than one year after the completion or cessation of work under this Agreement.

**14. Severability:** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**15. Entire Agreement:** This instrument and any attachments contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

**16. Transferability:** Frog Environmental may assign its rights and obligations under this Agreement to any individual, corporation or entity engaged in similar business.

**17. Indemnification:** Client agrees to defend, indemnify and hold completely harmless Frog Environmental from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to Client's use of any services and/or items purchased.

**18. Force Majeure:** Frog Environmental shall not be liable for any failure, inability or delay to perform Services hereunder, if such failure, inability or delay is due to war, sabotage, insurrection, riot or other civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, food, storm or any other act of god, shortage of labor, fuel, raw material or machinery or technical failure, where Frog Environmental has exercised ordinary care in the prevention thereof.

**19. Governing Law and Venue:** This agreement, the entire relationship between Client and Frog Environmental, and any litigation or other legal proceeding between Client and Frog Environmental (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the state of California, without giving effect to its choice of law rules. Any controversies or claims arising out of this agreement and/or past due invoices shall be subject to the exclusive jurisdiction of the state or federal courts located in California, County of Los Angeles.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-38 – ALC Schools, LLC (Quinto/Briscoe)**

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ALC Schools, LLC, upon request by the District, will from time to time 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.

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

#### **FISCAL IMPACT:**

Not to exceed \$150,000.00 (\$65.00 per hour) – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-38 with ALC Schools, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-38, ALC Schools Inc. \(13 Pages\)](#)

# OSD AGREEMENT #21-38

## AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT (“Agreement”) is entered into as of June 23, 2021 between ALC Schools, LLC. (“Contractor”) and Oxnard School District (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the “Services.”

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor’s agreement with **OMNIA Partners (formerly National IPA), Contract No. R190401**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

### 2. Term

The initial term of this Agreement shall commence on July 1, 2021 and end on June 30, 2022. Either party can terminate with or without cause at any time with 30 days prior written notice.

### 3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District’s receipt of Contractor’s invoice for the provision of the Services for the relevant month. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

**4. Vehicles**

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the “Vehicles”) as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

**5. Contractor Personnel and Subcontracted Service Providers**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers (“subcontracted drivers”) to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

**6. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

**7. Background Checks**

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor’s insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

**8. Health and Safety (Tuberculosis Testing)**

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall require each Contractor personnel or subcontracted driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor’s signature. As a service to District, Contractor will maintain a copy of said verifications.

**9. Drug and Alcohol Testing**

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

**10. Assignment of Contractor’s Rights**

Except as it relates to the entering into subcontracts as referred to in Section 5 of this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement as part of a transaction wherein it transfers substantially all of its assets.

**11. Indemnity of the District**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

**12. Independent Contractor**

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

**13. Non-Solicitation**

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee,

subcontracted service provider, subcontracted drivers or other person who has performed services for Contractor at any time during the term of this Agreement.

**14. Notices**

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Oxnard School District  
Attn: Tony Briscoe  
1051 South A St., Oxnard CA 93030  
Phone: 805-385-1519  
Email: abriscoe@oxnardsd.org

To Contractor: Gregg Prettyman, Chief Operating Officer  
ALC Schools, LLC.  
1211 Puerta Del Sol, Suite 200  
San Clemente, CA 92673  
P: 866.999.3371 x777; Fax: 844.245.0299  
Email: alc@alcschools.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

**15. Entire Agreement**

This Agreement, and Attachments 1-6 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

**16. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**17. Attorney Fees**

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

**18. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.



**19. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**20. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

**DISTRICT**

By: Lisa A. Franz

Title: Director, Purchasing

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By: Gregg Prettyman

Title: Chief Operating Officer

Signed: 

Date: 1/27/2021

## ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
<b>Additional Fees (as needed/requested):</b>	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

### Definitions:

**Trip:** A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
  - Student 1: Pick-up, Student 2: Pick-Up
    - Both Student 1 & 2 dropped off at School A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at School A
    - Student 2 dropped off at School B
- School to Home:
  - Student 1: Pick-up, Student 2: Pick-Up
    - Both Student 1 & 2 dropped off at Home A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at Home A
    - Student 2 dropped off at Home B

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

**Additional Fees:** Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student’s Monitor. When the District provides the Monitor, they are not charged a “Monitor Fee.” The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

**1. Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor’s proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

**2. Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of “[Your Specific State or Region] U.S. Regular Gasoline Prices\* (dollars per gallon)” on the following website:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)

**3. Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

**4. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor**

### **No-Shows & Late Cancels**

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

### **Possible District Protocols for No-Shows:**

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the District):

#### **1. Single Rider Trips**

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
  - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the District will not be billed for the afternoon trip.

#### **2. Multiple Rider Trips**

- a. The afternoon trip always remains scheduled.

### **No-Show Reports**

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

### **Student Removal / Student Cancellation:**

### Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

### Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

### Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

### Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

### Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

### Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

## ATTACHMENT 3 – Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation

### Proration of Trip Fees – ALC’s Three Step Process

#### 1. Stand Alone District Trips:

Each Districts’ students are routed as stand-alone trips, District specific pricing is applied.

a. Example:

- i. District A has two students who routed together cost the District \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the District \$80 (Trip 2)

#### 2. Multi-District Trips

All of the students from the participating Districts, as identified above, are combined into the most cost effective trips, yielding new “Multi-District trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

#### 3. Proration of Costs for Multi-District Trips

The total cost of the multi-District trips is then allocated to each District based upon the percentage of the Districts stand-alone trip costs (found in step 1) as compared to the multi-District trip costs (found in step 2).

Example (cont.):

○ **Blended Cost of Multi-District Trip = \$95**

- Stand Alone Cost of Trip for District A = \$65
- Stand Alone Cost of Trip for District B = \$80

i. District A’s Percent Responsibility =  $\text{Trip A} / (\text{Trip A} + \text{Trip B})$

1.  $\$65 / (\$65 + \$80)$ 
  - a.  $\$65 / \$145 = 44.83\%$
2.  $44.83\% \times \$95 = \$42.59$

3. **District A’s Prorated Cost = \$42.59**

a. District A’s Savings = \$22.41

ii. District B’s Percent Responsibility =  $\text{Trip B} / (\text{Trip A} + \text{Trip B})$

1.  $\$80 / (\$65 + \$80)$ 
  - a.  $\$80 / \$145 = 55.17\%$
2.  $55.17\% \times \$95 = \$52.41$

3. **District B’s Cost = \$52.41**

a. District B Savings = \$27.59

#### 4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies ALC with advanced notice of cancellation.

## **5. Invoicing**

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

## **6. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.



**District Name:** Oxnard School District

**To whom should contract notices be sent?**

Name & Title: Tony Briscoe, Director of Transportation  
Address: 516 W. Wooley Road  
City: Oxnard State: CA Zip: 93030  
Email: abriscoe@oxnardsd.org Fax: 805-486-2494

**Who should our accounting personnel contact regarding accounts payable matters?**

Name & Title: Patty Nunez  
Email: phurtado@oxnardsd.org  
Phone: 805-385-1501 x2453 Fax: 805-385-1528

**Who should our dispatchers contact regarding routine transportation matters?**

Name & Title: Tony Briscoe, Director, Transportation  
Email: abriscoe@oxnardsd.org  
Phone: 805-385-1519 Fax: 805-486-2494

**Who should our dispatchers contact regarding emergencies, accidents or student behavior?**

Name & Title: Tony Briscoe, Director, Transportation  
Email: abriscoe@oxnardsd.org  
Phone: 805-385-1519 Emergency Phone: 805-279-8225

**Who should we email the No-Show Report to each morning?**

Name & Title: Tony Briscoe, Director, Transportation  
Email: abriscoe@oxnardsd.org

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-39 – Super Co-Op (Quinto/Lugotoff)**

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The Super Co-Op agreement between Oxnard School District and the San Mateo-Foster City School District (Lead Agency) provides access to USDA commodity foods at a reduced cost. The Lead Agency manages the Members Districts' fair share of the USDA Foods entitlement. The Lead Agency is also responsible for managing the paperwork related to receiving, storage, maintaining inventory, and USDA compliance of policies and procedures related to the USDA commodities.

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

#### **FISCAL IMPACT:**

Estimated cost is \$9,435.00 – CNS Funds - .3% of the current year USDA Foods estimated entitlement which includes the State Administrative Fee of \$0.90 per case/unit.


#### **RECOMMENDATION:**

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-39 with Super Co-Op.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-39, Super Co-Op \(3 Pages\)](#)

**OSD AGREEMENT #21-39**

<p><b>SY2021-22 Annual Renewal of Services</b>  <b>Super Co-Op</b>  <b>A California USDA Foods Cooperative</b></p>	
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**Member District:** \_\_\_\_\_

Please check (✓) your response:

	We plan to CONTINUE membership with Super Co-Op for SY2021-22.
	We do NOT plan to continue membership with Super Co-Op for SY2021-22. What alternate USDA Foods delivery method do you plan to use? _____

**San Mateo-Foster City School District** is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District’s fair share of USDA Foods entitlement for SY2021-22. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2021-22 Fees:  
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2021.  
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.  
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.  
 Delivery fees as per member district selected distributors.  
 All fees are subject to change, as approved by the Super Co-Op Governing Council.  
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	
Title	
Telephone	
Email	

Accounts Payable Contact	
Name	
Title	
Telephone	
Email	

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

17. Each individual executing this Annual Renewal of Services on behalf of Member District represents, for the benefit of Lead Agency, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Member District.
18. Lead Agency and Member District acknowledge that this Annual Renewal of Services is subject to approval by the Member District's Board and this Annual Renewal of Services shall not be effective until after the Member District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on \_\_\_\_\_, 20\_\_.

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

**Return signed copy by December 1, 2020** to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz  
 asoliz@smfc.k12.ca.us  
 San Mateo-Foster City School District  
 1170 Chess Drive, Foster City, CA 94404  
 Phone (650) 312-1968

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-40 – Advanced Workplace Strategies Inc. (Quinto/Briscoe)**

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Advanced Workplace Strategies Inc. will implement and administer a comprehensive Anti-Drug and Alcohol Program for Non-DOT\* District employees as follows:

- Provide a generic Drug and Alcohol Plan and Policy
- Provide basic drug testing for: Pre-Employment, Reasonable Suspicion, Random, Post-Accident, Return to Duty, Follow Up, Owner Mandated
- Provide Alcohol testing by breath analysis for: Pre-Employment, Reasonable Suspicion, Random, Post-Accident, Return to Duty, Follow Up, Owner Mandated

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

*(\*Non-DOT – Driver is not federally mandated to be tested)*

#### **FISCAL IMPACT:**

Not to exceed \$1,000.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-40 with Advanced Workplace Strategies Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-40, Advanced Workplace Strategies Inc. \(4 Pages\)](#)  
[Program Initiation Form \(1 Page\)](#)

## Master Services Agreement

This Master Services Agreement (including Addendum A – General Terms and Conditions and any other Addenda checked below, this “Agreement”) is entered into between **Advanced Workplace Strategies, Inc.** (“AWSI”), a California Corporation, located at 17592 E. 17<sup>th</sup> Street Suite 300 Tustin, CA 92780, and

Company: Oxnard School District	Tax ID#:	ISN ID#:
Located at: 516 W. Wooley Road		
City: Oxnard	State: CA	Zip: 93030
Phone: 805-385-1519	Fax: 1-805-486-2494	
Contact: Anthony Briscoe	Email: abriscoe@oxnardsd.org	

(hereafter known as “Company”).

**AWSI agrees to provide services to Company, under the general terms and conditions expressed in Addendum A, which is incorporated herein and made a part hereof. Company may select additional services by checking the box(es) below. AWSI agrees to provide these additional services, pursuant to the terms and conditions of this Agreement. These services are expressly outlined on the attached addendum or addenda relating to such services. Any addendum checked below is incorporated into this Agreement as if written herein, and in the event of a conflict between the terms of Addendum A and any of the following addenda, the terms of Addendum A will control.**

- Addendum B (Substance Abuse Program Management Services)**
- Addendum C (Background Screening Services)**
- Addendum D (Occupational Health and Wellness Screening Services)**

**AGREED:**

<b>Company Name:</b> Oxnard School District
Signed By:
Printed Name: Lisa A. Franz
Title: Director, Purchasing
Date:

**AGREED:**

<b>Advanced Workplace Strategies, Inc.</b>
Signed By:
Printed Name:
Title:
Date:

Address for Notice:

Attn Anthony Briscoe  
 \_\_\_\_\_  
 516 W. Wooley Road  
 \_\_\_\_\_  
 Oxnard, CA 93030  
 \_\_\_\_\_

Address for Notice:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ADDENDUM A**  
**TO MASTER SERVICES AGREEMENT:**  
**GENERAL TERMS AND CONDITIONS**

1. **Program Term** – The term of the Agreement shall be for a period of twelve (12) months commencing on the date the Agreement has been signed by Company and by AWSI. The Agreement will automatically renew after its initial term for additional one-year terms, unless either party terminates the Agreement as set forth in Section 6. Termination of the Agreement will result in the automatic and contemporaneous termination of all Addenda then in effect.
2. **Program Services** - AWSI agrees to provide to Company the services specified in the Registration Form attached hereto in accordance with these general terms and conditions, and the terms of the attached addendum or addenda relating to the specific services requested by Company (“Services”). In the event of a conflict between the terms of any Addenda (other than Addendum A) and the terms of the Agreement or Addendum A, the terms of the Agreement or Addendum A, as applicable, shall govern.
3. **Coordination of Activities** – AWSI will coordinate Services through individuals designated by Company as the “Communicator”, “Backup Communicator” or Designated Employer Representative (“DER”). Company shall notify AWSI in writing of any subsequent designations, or changes to the designations, for Communicator, Backup Communicator, or DER within five (5) days of such change.
4. **INDEMNIFICATION** – AWSI IS AN INDEPENDENT CONTRACTOR HIRED BY COMPANY SOLELY TO PROVIDE THE SERVICES, WHICH MAY INCLUDE ADMINISTRATION OF COMPANY’S SUBSTANCE ABUSE PREVENTION PROGRAM AND/OR BACKGROUND CHECKS AND/OR DRIVER QUALIFICATION FILES AS REQUESTED BY COMPANY. COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND AWSI, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, AND EMPLOYEES (“AWSI INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL SUITS, PROCEEDINGS, CLAIMS, LIABILITIES, LOSSES, ACTIONS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY KIND OR NATURE, WHETHER BROUGHT A THRD PARTY OR OTHERWISE (EACH A “CLAIM” AND COLLECTIVELY, THE “CLAIMS”) (a) TO THE EXTENT THEY ARISE OUT OF COMPANY’S NEGLIGENCE OR WILLFUL MISCONDUCT, (b) ARISING OUT OF COMPANY’S BREACH OF ANY TERM OF THE AGREEMENT OR OF APPLICABLE LAW, (c) ARISING FROM ANY AGREEMENTS OR ALLEGED AGREEMENTS MADE OR ENTERED INTO BY COMPANY WITH A THIRD PARTY REGARDING THE CONTRACTING OF THE COMPANY’S EMPLOYEES TO THIRD PARTIES; OR (d) TO THE FULLEST EXTENT THAT COMPANY MAY LEGALLY DO SO, ARISING OUT OF AWSI’S PROVISION OF THE SERVICES OR INFORMATION PROVIDED BY AWSI TO COMPANY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, PROVIDED HOWEVER, THAT WITH RESPECT TO (d), COMPANY DOES NOT AGREE TO INDEMNIFY, DEFEND OR HOLD AWSI HARMLESS FROM AND AGAINST ANY CLAIM TO THE EXTENT ARISING FROM THE SOLE NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF AWSI OR FROM AWSI’S BREACH OF ANY TERM OF THE AGREEMENT.

EXCEPT FOR ANY CLAIMS BROUGHT BY COMPANY’S EMPLOYEE(S), CONTRACTOR(S), OR AGENT(S) AGAINST COMPANY OR COMPANY’S CLIENT(S), PRINCIPAL(S), CONTRACTOR(S), OR CONTRACTEE(S), AND EXCEPT FOR CLAIMS FOR WHICH COMPANY OWES INDEMNITY TO AWSI AS SET FORTH IN THE PREVIOUS PARAGRAPH, AWSI AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS AND EMPLOYEES (“COMPANY INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS TO THE EXTENT THEY ARISE OUT OF AWSI’S NEGLIGENCE OR WILLFUL MISCONDUCT, OR AWSI’S BREACH OF ANY TERM OF THE AGREEMENT.

NEITHER PARTY WILL SEEK DEFENSE OR INDEMNIFICATION AGAINST THE OTHER PARTY FOR CLAIMS BROUGHT BY COMPANY’S EMPLOYEES, CONTRACTORS, OR AGENTS WHOSE CLAIMS ARISE DIRECTLY OR INDIRECTLY FROM THE SERVICES AWSI AGREES TO PROVIDE TO COMPANY UNDER THE AGREEMENT OR ANY AMENDMENTS OR ADDENDUMS TO THE AGREEMENT.

THE PARTY TO WHICH INDEMNIFICATION IS OWED HEREUNDER SHALL USE REASONABLE EFFORTS TO MITIGATE ANY POTENTIAL DAMAGES OR OTHER ADVERSE CONSEQUENCES ARISING FROM OR RELATING TO THE CLAIM OR CLAIMS FOR WHICH INDEMNIFICATION IS MADE OR SOUGHT.

THE PARTY SEEKING INDEMNIFICATION HEREUNDER (THE “INDEMNIFIED PARTY”), WILL GIVE PROMPT WRITTEN NOTICE TO THE OTHER PARTY (THE “INDEMNIFYING PARTY”) OF A CLAIM



THAT IS SUBJECT TO SUCH INDEMNIFICATION. IN ADDITION, THE INDEMNIFIED PARTY WILL ALLOW THE INDEMNIFYING PARTY TO DIRECT THE DEFENSE AND SETTLEMENT OF ANY SUCH CLAIM, WITH COUNSEL OF THE INDEMNIFYING PARTY'S CHOOSING SUBJECT TO THE INDEMNIFIED PARTY'S REASONABLE APPROVAL, SO LONG AS SUCH DEFENSE IS PURSUED DILIGENTLY, AND WILL PROVIDE THE INDEMNIFYING PARTY, AT THE INDEMNIFYING PARTY'S EXPENSE, WITH INFORMATION AND ASSISTANCE THAT IS REASONABLY NECESSARY FOR THE DEFENSE AND SETTLEMENT OF THE CLAIM; PROVIDED, HOWEVER, THAT THE INDEMNIFYING PARTY SHALL NOT ADMIT FAULT IN ANY SETTLEMENT OR SETTLE ANY CLAIM OTHER THAN FOR MONEY WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT. THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL AND TO PARTICIPATE IN (BUT NOT CONTROL) ANY SUCH ACTION.

5. **Pricing & Payment Schedule** - All fees due and payable under the Agreement in connection with Services provided by AWSI to Company shall be paid to AWSI by Company as billed and within thirty (30) days of receipt by Company of an invoice from AWSI. If no comment or inquiry relating to an invoice is received by AWSI within thirty (30) days of the billing date, Company shall be deemed to have received the invoice and accepted it as correct in all respects. AWSI reserves the right to adjust pricing for Services after providing at least thirty (30) days written notice of price adjustment.
6. **Termination of Agreement** - The Agreement (including all applicable Addenda) or any Addendum hereto may be terminated by either party at any time, without penalty, with at least thirty (30) days prior written notice to the other party of such termination. In event of any such termination, Company agrees that it will pay AWSI for all Services that have been provided to Company prior to the effective date of termination.
7. **Intellectual Property** - The Parties acknowledge that trademarks, trade names, service marks, copyrights, programs, software (including but not limited to source code and scripts), techniques, enhancements, documentation, business models, pictures, audio, multi-media materials, manuals, ideas or formulas provided or utilized by AWSI, or developed by AWSI, or its providers ("Intellectual Property Rights") shall remain the sole and exclusive property of AWSI or its providers. Nothing in the Agreement grants to Company the right to use or display the Intellectual Property Rights without AWSI's prior written consent to each such instance. This provision will survive the termination or expiration of the Agreement for a period of eighteen (18) months.
8. **Limitation of Liability** -  
EXCEPT WITH RESPECT TO DAMAGES ARISING FROM A BREACH OF THE PROVISIONS OF SECTION 7 BELOW OR A BREACH OF ANY PROVISION IN ANY OTHER ADDENDA REQUIRING A PARTY TO MAINTAIN CERTAIN INFORMATION AS CONFIDENTIAL OR RESTRICTING ITS USE OF SUCH INFORMATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM A CLAIM OR CLAIMS OR OTHERWISE, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.
9. **Confidentiality** -  
Neither party shall reveal, publish or otherwise disclose any Confidential Information of the other party to any third party without the prior written consent of the other party, nor use such Confidential Information for any purpose other than in furtherance of its lawful obligations under the Agreement and any applicable addenda. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to the other party, its operations, employees, products or services; and, all information relating to any employee, prospective employee, applicant, customer, potential customer, agent, and/or independent sales outlet. The parties agree that the foregoing restrictions shall be effective during the term of the Agreement and for a period of five (5) years after its termination or expiration. Notwithstanding anything to the contrary herein, in no event shall AWSI be required to destroy, erase or return any consumer reports or applicant data related thereto in its files, all of which AWSI shall maintain as a consumer reporting agency in accordance with all applicable federal, state, and local laws.
10. **Miscellaneous** -
  - a. The Agreement and all disputes arising hereunder will be interpreted under and governed by the laws of the State of Texas, excluding its conflicts of laws provisions except where preempted by federal law. In the event of a dispute arising hereunder or in connection with the Services or the Agreement, the parties agree that, except for suits solely seeking equitable relief, they will not bring suit with respect to such dispute in any court other than the county, state and/or federal courts located in Harris County, Texas, and the parties agree that venue in such courts is convenient and proper.
  - b. Each party agrees to comply with all applicable state and local laws, and agrees to use reasonable efforts to inform the other party of any state or local laws that could affect that party's performance under the Agreement.

- c. AWSI shall not be liable to Company for failure or delay in performance that results from, or is due to, directly or indirectly, and in whole or part, any cause or circumstances beyond the reasonable control of AWSI.
- d. The Agreement, including, without limitation, the indemnification provisions, shall inure to and bind the permitted successors and assigns of the parties. Neither Company nor AWSI shall assign or transfer the Agreement without the prior written approval of either party.
- e. Nothing herein shall be construed as limiting AWSI's rights to subcontract or outsource Services.
- f. In the event any portion of the Agreement shall be determined to be invalid or unenforceable, that portion will be null and void, and the remainder of the Agreement will continue to be valid and enforceable to the extent permitted by applicable law. No term or provision shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- g. The Agreement (including all applicable Addenda) constitutes the entire agreement between the parties relating to the provision of Services by AWSI and any other matters described herein and it supersedes all other agreements and representations, oral or written, express or implied, regarding the Services and such matters. No modification or amendment of the Agreement shall be enforceable, unless in writing and executed by the parties.
- h. Notwithstanding any other provisions in the Agreement, the obligations, rights and remedies for all indemnity, limitation of liability, and confidentiality obligations set forth in the Agreement (including applicable Addenda) shall survive the termination or expiration of the Agreement.
- i. The Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, the Agreement will be construed as if drafted jointly by both parties, and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of the Agreement.
- j. The parties understand that the Agreement is for the sole benefit of AWSI and Company, and no third-party shall be deemed a "third-party beneficiary" of the Agreement.
- k. All notices required to be sent to a party hereto in writing shall be deemed to have been delivered (i) on the date of hand delivery if given by hand delivery to an officer of the party, (ii) on the date of delivery or attempted delivery as set forth on the return receipt, if sent to that party at its address set forth in the signature block to the Agreement by certified mail (postage paid, return receipt requested), or (iii) on the date of delivery or attempted delivery as set forth on the return receipt, if sent to that party at its address set forth in the signature block to the Agreement by recognized courier or delivery service. Each party may change its address for notice by written notice to the other party given in accordance with this provision.
- l. Capitalized terms used in this Addendum will have the meanings set forth herein, or if not defined herein, in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum A to be effective as of the date set forth below.

<b>Company Name:</b> Oxnard School District
Signed By:
Printed Name: Lisa A. Franz
Title: Director, Purchasing
Date:

<b>Advanced Workplace Strategies, Inc.</b>
Signed By:
Printed Name:
Title:
Date:

DISA Global Solutions, Inc.  
**Program Initiation Form (PIF)**  
**GENERAL Anti-Drug and Alcohol Program**  
Revised 2/21



Company Name: Oxnard School District  
Business Street Address: 516 W. Wooley Road, PO Box: \_\_\_\_\_  
City: Oxnard State: CA ZIP code: 93030  
Phone: 805-385-1519 FAX: 1-805-486-2494 Email: abriscoe@oxnardsd.org

Note: FAX or E-Mail must be secure to receive drug test results

Primary DER\* (Print) Anthony Briscoe Cell/pager ph# \_\_\_\_\_  
Secondary DER\* (Print) Sylvia Vasquez Cell/pager ph# \_\_\_\_\_  
Third DER\* (Print) Martha Gutierrez Cell/pager ph# \_\_\_\_\_

(\*Designated Employer Representative is to receive all confidential test results)

**Fee Calculation:**

**Initial Setup Fee:** **\$50.00**

**Generic Drug and Alcohol Plan and Policy:** **\$200.00**

Will be provided by email for saving and reprinting as needed.

**Testing Fees:** (Billed after test is completed):

**Basic Drug Test Fee:** **Urine -\$34/test**

(Pre-employment, post-accident, or reasonable suspicion)

**Note:** The Basic Drug Test Fee does not include a collection cost and a \$3 per test administrative fee will be added.

These additional fees will be paid by DISA to the provider of these services and the charges added to the basic Drug Test Fee to determine the total cost billed for the test. Check with DISA for details on these charges.

**Alcohol:** Alcohol testing is performed by breath analysis. Fees for post-accident or reasonable suspicion breath testing will be determined by the facility selected. DISA will pay the breath testing fee to the facility and then charge the client the cost plus a \$10 per test administrative fee.

**Total:** **\$250.00**

*Please sign below, enclose a check, and return this Initiation Form to AWSI to set up your account and receive your plan/policy and training/education materials.*

\_\_\_\_\_  
Signature **Director, Purchasing** Title



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #21-41, Solution Tree Inc. (DeGenna/Carroll)**

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Solution Tree Inc. will 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. The primary focus areas include creating a collaborative culture, identifying essential learnings, developing teacher leaders to support PLC development, and using data to inform instructional practices.

**Term of Agreement:** August 9, 2021 through August 10, 2021

#### **FISCAL IMPACT:**

Not to exceed \$13,000.00 – ESSA/CSI Funds

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Lopez Academy, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-41 with Solution Tree Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-41, Solution Tree Inc. \(3 Pages\)](#)  
[Certificate of Insurance \(3 Pages\)](#)

**Solution Tree, Inc.  
Purchase Agreement**

Effective June 23, 2021 Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Dr. Manuel M. Lopez Academy ("Customer") located at 647 Hill St Oxnard, CA US 93033 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$13,000.00
<b>Total</b>	<b>\$13,000.00</b>

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$2,600.00	Upon execution of Agreement
Onsite Professional Development	\$10,400.00	August 10, 2021

**3. Onsite Professional Development**

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Geri Parscale ("Associate"), to disseminate information for Customer on the topic of *Professional Learning Communities at Work®* on August 9, 2021 to August 10, 2021.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

**4. General Terms**

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

**4.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

**4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

**4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

\_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing  
Dr. Manuel M. Lopez Academy

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ali Cummins  
Director of Professional Development  
Solution Tree, Inc.

\_\_\_\_\_  
Date

Please email this Agreement to Derek Papa at [derek.papa@solutiontree.com](mailto:derek.papa@solutiontree.com) or fax to 866.308.3135.

**CONTACT INFORMATION**

Please provide the following information.

**Who will be the contact person for the work?**

Contact: Scott Carroll  
Title: Principal  
Phone: 805-385-1545  
Email: scarroll@oxnardsd.org  
Cell #: N/A  
Fax: 805-487-7159

**Who will receive and pay the invoices?**

Contact: Patty Nunez  
Title: Accounting Manager/Internal Auditor  
Phone: 805-385-1501 x2453  
Email: ahurtado@oxnardsd.org  
Fax: 805-385-1528



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2021

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> Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280	<b>CONTACT NAME:</b> Wendi Farling <b>PHONE (A/C. No. Ext):</b> 317-817-5114 <b>E-MAIL ADDRESS:</b> wendi.farling@hylant.com		<b>FAX (A/C. No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> SOLUTION-6 Solution Tree Inc, Marzano Resources LLC, Solution Tree Education Canada Inc. 555 North Morton Street Bloomington IN 47404	<b>INSURER A :</b> Federal Insurance Company		<b>NAIC #</b> 20281
	<b>INSURER B :</b> Chubb Indemnity Insurance Co.		12777
	<b>INSURER C :</b> Philadelphia Indemnity Ins Co		18058
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 684104564

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		35905835	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73557217	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			79849616	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	<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	71757518	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Misc. Professional Liability			PHSD1474665	10/1/2020	10/1/2021	Each Claim All Claims	1,000,000 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
 647 Hill St.  
 Oxnard CA 93033

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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**Liability Insurance**

**Endorsement**

*Policy Period*                    OCTOBER 1, 2020 TO OCTOBER 1, 2021  
*Effective Date*                    OCTOBER 1, 2020  
*Policy Number*                    3590-58-35 EUC  
*Insured*                                SOLUTION TREE INC  
  
*Name of Company*                FEDERAL INSURANCE COMPANY  
*Date Issued*                        OCTOBER 26, 2020

This Endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-42 – Cooperative Strategies, LLC (Quinto)**

---

Cooperative Strategies, LLC shall prepare Residential and Commercial/Industrial Development School Fee Justification Studies for Oxnard School District. The Studies will justify statutory school fees for the School District and will also identify the full school facilities impacts to be mitigated by these types of development within the School District.

**Term of Agreement:** July 1, 2021 through June 30, 2026

#### **FISCAL IMPACT:**

\$6,200.00 every other year, for a Total of \$18,600.00 – Developer Fees

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-42 with Cooperative Strategies, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-42, Cooperative Strategies, LLC \(16 Pages\)](#)

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 23rd day of June 2021 ("Effective Date"), by and between Oxnard School District at 1051 South A Street, Oxnard, CA 93030, hereinafter called "Client", and Cooperative Strategies, LLC at 2855 Michelle Drive, Suite 230, Irvine, CA 92606, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

### ARTICLE I.

#### SERVICES TO BE PERFORMED BY CONSULTANT

**Section 1.1** Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

**Section 1.2** No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

### ARTICLE II.

#### OWNERSHIP; USE

**Section 2.1** Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered,

invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

**Section 2.2 Client's Rights and Obligations.** Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

**Section 2.3 Rights.** Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

### **ARTICLE III. COMPENSATION**

**Section 3.1 Fees.** Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

**Section 3.2 Reimbursement.** Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

**Section 3.3 Invoices.** On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

**Section 3.4 Records.** Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

#### **ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT**

**Section 4.1 Performance.** Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

**Section 4.2 Necessary tools.** Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

**Section 4.3 Workers' Compensation.** Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

**Section 4.4 Liability Insurance.** Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

## **ARTICLE V. OTHER AGREEMENTS OF CLIENT**

**Section 5.1 Client's Assistance.** Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

**Section 5.2 Client Responsibility.**

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting

Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

**Section 5.3 Testimony.** In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

**Section 5.4 Non-Solicitation.** Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

## **ARTICLE VI.** **TERM; TERMINATION**

**Section 6.1 Term.** This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

**Section 6.2 Convenience.** Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

**Section 6.3 Breach.** Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**Section 6.4 Fees.** Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.



**Section 6.5** Survival. Sections 1, 2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

## **ARTICLE VII.** **CONFIDENTIALITY**

**Section 7.1** Definition. “Confidential Information” means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party’s markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information, as evidenced by the receiving party’s written records. The Consultant Materials are Consultant’s Confidential Information (subject to the rights set forth in Section 2.2).

**Section 7.2** Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party’s Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party’s Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party’s Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

**Section 7.3** Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party’s Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party’s Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party’s Confidential Information.

**Section 7.4** Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

**ARTICLE VIII.**  
**GENERAL PROVISIONS**

**Section 8.1** Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: lferchaw@coopstrategies.com; Client: rquinto@oxnardsd.org), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 8.2** Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

**Section 8.3** Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

**Section 8.4** Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

**Section 8.5** Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

**Section 8.6** Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 8.7** Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

**Section 8.8** Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

**Section 8.9** Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

**Section 8.10** DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION,

LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 8.11 Force Majeure.** Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

**Section 8.12 Limitation.** The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

**Section 8.13 DISCLAIMER.** EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

**Section 8.14 Limitation of Liability.** In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

**Cooperative Strategies, LLC**

**Oxnard School District**

By:   
Larry Ferchaw  
Executive Director

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

Date: 5/19/2021

Date: \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK

#### OXNARD SCHOOL DISTRICT SCHOOL FEE JUSTIFICATION STUDIES

Cooperative Strategies, LLC shall prepare Residential and Commercial/Industrial Development School Fee Justification Studies ("Studies") for Oxnard School District ("Client" or "School District"). The Studies will justify statutory school fees ("School Fees") for the School District and will also identify the full school facilities impacts to be mitigated by these types of development within the School District. The specific activities and tasks to be performed under this Statement of Work include the following:

#### *Residential Development School Fee Justification Studies*

#### **ACTIVITY I. BACKGROUND RESEARCH**

##### Task 1      Student Generation Factors

This task involves calculating student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the School District to residential data provided from the County Office of the Assessor ("Assessor").

##### Task 2      Existing School Facilities Capacity

This task involves reviewing the school facilities capacity of the School District as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level. In the absence of SAB Form 50-02, Cooperative Strategies will work with the School District to calculate the school facilities capacity based on an inventory of classrooms being utilized by the School District and their corresponding student loading standards at each school level.

##### Task 3      Future Residential Units

This task involves reviewing general plans and specific plans of jurisdictions (e.g., city or county) served by the School District, as well as tentative and final tract maps in the School District and other data to estimate the number of future residential units by housing category that can be constructed within the School District.

## **ACTIVITY II. DETERMINE SCHOOL FACILITY NEEDS**

### **Task 4      Existing Capacity vs. Student Enrollment**

This task involves comparing existing enrollment to facilities capacity as determined in Task 2 to determine whether any surplus seats exist to house students generated from future residential units. Cooperative Strategies will compare the enrollment to the capacity by school level.

### **Task 5      Student Enrollment Projections**

This task involves projecting the number of students to be generated by housing category and school level from future residential units within the School District. Enrollment projections will be based on SGFs calculated in Task 1 and future units identified in Task 3.

### **Task 6      School Facility Needs**

This task involves determining the number and type of school facilities by school level that will need to be expanded by the School District based on the projected enrollment calculated in Task 5 and the capacity of existing school facilities analyzed in Task 4. Cooperative Strategies will determine the amount of facility expansion needed to adequately house all of the students at build-out.

## **ACTIVITY III. SCHOOL FACILITIES IMPACT PER HOUSING CATEGORY**

### **Task 7      School Facility Costs**

This task involves reviewing and analyzing documents of the School District to estimate the cost of constructing or expanding the school facilities identified in Task 6. If the School District cannot provide Cooperative Strategies with sufficient/adequate cost information regarding the construction or expansion of school facilities, Cooperative Strategies will estimate school facility expansion costs based on square footage and cost allowances established by the Office of Public School Construction.

### **Task 8      School Facilities Impact Analysis for Residential Development**

This task involves estimating the full school facilities impacts per unit and square foot of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities I, II, and III. If full school facilities impacts per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.

## ACTIVITY IV. STUDY PREPARATION

### Task 9      Study Preparation

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the Residential Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

### *Commercial/Industrial Development School Fee Justification Studies*

## ACTIVITY V. SCHOOL FACILITIES IMPACT PER COMMERCIAL/INDUSTRIAL BUILDING

### Task 10      Employer Research

This task involves determining the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the School District. Cooperative Strategies will determine employment generation rates and employee migration factors by reviewing prior Studies prepared for the School District or analyzing data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census.

### Task 11      Commercial/Industrial Fee Analysis

This task involves estimating the amount of developer impacts per square foot of floor space for each commercial/industrial building identified in Task 1, based on prototypical land use units of 1,000 square feet of floor space each. This task includes the following subtasks:

#### 11.1      **Employment Impacts**

This subtask involves estimating the on-site employment impact of a prototypical land use unit. Employment impacts will be determined by land use and industry type, based on employment generation factors identified in Task 1.

#### 11.2      **Household Impacts**

This subtask involves estimating, for each commercial/industrial building, the number of new households that will (i) locate within the School District, and (ii) generate additional demand for school facilities, based on the Employment Impacts per commercial/industrial building unit from Subtask 11.1. This subtask consists of six (6) additional duties, all but one of which will be applied separately to each commercial/industrial building identified in Subtask 11.1.

- A. Estimate the current number of workers per household within the School District (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data.
- B. For each commercial/industrial building, project the number of new "total households" established by persons employed within the School District, wherever these households may reside, based on Subtasks 11.1 and 11.2.A. This is the total household impact.
- C. For each commercial/industrial building, estimate the propensity to migrate, i.e., the percentage of new total households identified in Subtask 11.2.B that will reside within the School District, based on employee residence information from the Census and other sources.
- D. For each commercial/industrial building, project the number of new "local households" that will locate within the School District as a direct result of commercial/industrial development within the School District, based on Subtasks 11.2.B and 11.2.C. This is the local household impact.
- E. Estimate the propensity to occupy new housing, i.e., the percentage of new local households identified in Subtask 11.2.D that will reside in new housing units or displace existing households that will move into new housing units. The total percentage of new local households falling into these categories will be derived from the current ratios of new to existing home sales in the general School District area, as indicated by the State Department of Finance, Dataquick, and other sources.
- F. For each commercial/industrial building, project the number of new "net local households" that will locate within the School District as a result of commercial/industrial development within the School District, based on Subtasks 11.2.D and 11.2.E. This is the net local household impact.

### 11.3 Student Generation Impacts by School Level

This subtask involves estimating student generation impacts by School Level for each commercial/industrial building. This subtask consists of two (2) additional duties:

- A. Estimate student enrollment increases for each commercial/industrial building, based on SGFs calculated in Task 1 of the Residential Study and the net local household impacts per commercial/industrial building unit from Subtask 11.2.F.



- B. Estimate additional student enrollment increases for each commercial/industrial building based on (i) employment-related interdistrict transfer rates and (ii) estimated student enrollment increases per commercial/industrial building from Subtask 11.3.A.

The sum of both student enrollment increases from Subtasks 11.3.A and 2.3.B is the student generation impact.

**Task 12**      **School Facilities Impact Analysis for Commercial/Industrial Development**

This task involves estimating the full school facilities impacts per 1,000 square feet of commercial/industrial floor space that must be mitigated by each commercial/industrial building. If the full school facilities impacts per square foot of commercial/industrial floor space for commercial/industrial building are less than the difference between the average Residential Impact per building square foot and the new Statutory School Fee, then the full impacts for that commercial/industrial building may be charged to the developer.

**ACTIVITY VI. STUDY PREPARATION**

**Task 13**      **Study Preparation**

This task involves preparing one (1) draft and one (1) final version of the report presenting the findings of the Commercial/Industrial Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

*Studies Adoption Assistance*

**ACTIVITY VII. ASSISTANCE IN ADOPTION OF STUDIES**

**Task 14**      **Respond to Public Comments**

This task involves reviewing any written comments received from members of the development community related to the Studies and assisting staff of the School District and legal counsel provide written responses to such comments.

**Task 15**      **Preparation and Attendance at Meetings**

This task involves working with staff of the School District and legal counsel to prepare for any meetings with members of the development community prior to or after the adoption of the Studies. Cooperative Strategies, at the request of the School District, will participate in such meetings to provide data or explanation for the Fee Studies.

**Task 16**      **Attendance at Meetings of the Governing Board**

This task involves attending meetings where the public hearing and/or consideration of the Studies occurs. Cooperative Strategies shall be prepared to present the Studies or answer any questions from member of the Governing Board or public related to the Studies.

**EXHIBIT B**

**FEE SCHEDULE**

**OXNARD SCHOOL DISTRICT  
SCHOOL FEE JUSTIFICATION STUDIES**

The proposed fee for Cooperative Strategies to provide Studies in school years 2021/2022, 2023/2024 and 2025/2026 shall be a flat fee of \$6,200 (plus expenses). This fee shall be payable in monthly installments based on the percentage of work completed.

In addition to the amounts above, should the School District request additional services, those services will be billed at the hourly rates listed below:

Partner	\$250/Hour
Senior Director	\$225/Hour
Associate Director	\$175 - 225/Hour*
Senior Associate	\$150/Hour
Associate	\$120/Hour
Research Assistant	\$ 85/Hour

\* Depends on level of experience

In addition to fees for services, the School District shall reimburse Cooperative Strategies for out-of-pocket expenses identified in Section 3.2 of the Agreement for Consulting Services. Such expenses shall be added to the installments listed above with a final invoice for expenses being provided at the time the School District accept the Studies.

Payments are due upon presentation of invoice. Cooperative Strategies may stop work if payments are not made within 45 days of presentation of invoice.

**Limitations**

It is assumed that the School District or its consultants will provide all required enrollment, school facility, and other data and materials identified in the Statement of Work. If Cooperative Strategies must assume primary responsibility for any responsibilities of the School District, such tasks may be defined as Additional Work if they cause the maximum budget amount to be exceeded. Additional Work may also include other tasks not described in the Statement of Work.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-43 – Ventura County Office of Education (DeGenna/Ruvalcaba)**

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Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE Region 17), will 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. VCOE Region 17 will verify eligibility of students and parents, will provide necessary training for District classified and/or certificated staff working directly or indirectly with eligible migrant students and parents, and will provide necessary office supplies, materials, and forms. VCOE Region 17 will also provide supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant educational activities.

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

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

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

#### **ADDITIONAL MATERIALS:**

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



# VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

## OSD AGREEMENT #21-43

### Letter of Agreement Between Migrant Education Program, Region 17, Ventura County Office of Education And Oxnard Elementary School District

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

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

The Region agrees to:

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

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

The District agrees to:

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

**TERMINATION:**

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

**REVISION/AMENDMENT:**

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

**IDEMNIFICATION/HOLD HARMLESS:**

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

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

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

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

By: \_\_\_\_\_  
Signature of District Designee  
**Lisa A. Franz, Director**  
Print Name, Title, and Date

By: \_\_\_\_\_  
Signature of Regional Director  
\_\_\_\_\_  
Print Name, Title, and Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Approval of Agreement #21-44 – Flewelling & Moody, Inc. (Quinto/Miller)**

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Flewelling & Moody, Inc. will provide architectural, planning and engineering services to the Facilities Department for future maintenance projects.

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

#### **FISCAL IMPACT:**

Not to exceed \$100,000.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-44 with Flewelling & Moody, Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-44, Flewelling & Moody, Inc. \(9 Pages\)](#)

## **CONSULTANT SERVICES AGREEMENT #21-44**

This AGREEMENT is made and entered into this 23rd day of June, in the year 2021 (“EFFECTIVE DATE”), between the Oxnard School District hereinafter referred to as (“DISTRICT”), and Flewelling & Moody, Inc. (hereinafter referred to as “CONSULTANT”). The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural, planning and engineering services for various projects (hereinafter referred to as the “PROJECTS”), located within the DISTRICT; and

**WHEREAS**, CONSULTANT is fully licensed to provide architectural services in conformity with the laws of the State of California;

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

### **ARTICLE I**

#### **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. The architectural, planning and/or engineering services and advice to be performed and provided pursuant to this AGREEMENT shall be articulated by project by project proposals that include a narrative of specific services and compensation and incorporated herein by this reference. CONSULTANT and DISTRICT both agree to be bound by all the terms and conditions set forth as they relate to the scope of services and total compensation amounts. All other provisions shall be governed by the terms and conditions of this AGREEMENT. Notwithstanding the above concerning compensation and scope of services, the PARTIES agree that this AGREEMENT shall be controlling and will govern in the event of any discrepancies, conflicts or inconsistencies between this AGREEMENT and the specific proposals.

2. The CONSULTANT’s services shall include the necessary architectural, planning and/or engineering services necessary to produce reasonably complete and accurate documentation (identified by the schematic, design development and construction, agency approval, and construction phases of documentation) for each project as outline by each proposal.

### **ARTICLE II**

#### **CONSULTANT’S SERVICES AND RESPONSIBILITIES**

1. CONSULTANT’s Certifications, Representations and Warranties. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT’s engagement hereunder:

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.



b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

### **ARTICLE III TERMINATION**

1. This term of this AGREEMENT will be July 1, 2021 through June 30, 2022, and may be terminated by either party upon thirty (30) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of CONSULTANT, or if the DISTRICT chooses to postpone or abandon a project, or failure to make payment for services rendered

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services, plus a project closeout fee of 10% of the value of the agreed upon fees for that project. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the CONSULTANT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Section 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

4. This AGREEMENT may be terminated without cause by DISTRICT upon thirty (30) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services, plus a project closeout fee of 10% of the agreed upon fees..

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The parties may agree in writing to submit any dispute between the parties to arbitration.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION RIGHTS OF THE PARTIES SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

**ARTICLE IV**  
**REPORTS AND/OR OTHER DOCUMENTS**

1. The plans, drawings, specifications, reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure of the CONSULTANT to provide the DISTRICT with its PROPERTY within the time detailed herein this section shall be a material breach of this AGREEMENT.

**ARTICLE V**  
**ACCOUNTING RECORDS OF THE CONSULTANT**

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

**ARTICLE VI**  
**COMPENSATION TO THE CONSULTANT**

1. The DISTRICT shall compensate the CONSULTANT as follows:
  - a. The DISTRICT agrees to pay the CONSULTANT \$100,000.00 in accordance with the fee, rate and/or price schedule information set forth each specific proposal or per EXHIBIT "A" for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). CONSULTANT shall invoice costs twice monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECTS. All costs must be supported by an invoice, receipt, or other acceptable documentation.
  - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The

DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.

**ARTICLE VII**  
**ADDITIONAL CONSULTANT SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control ("Additional Services"). CONSULTANT shall obtain written authorization from the DISTRICT before rendering any Additional Services. The DISTRICT may also require CONSULTANT to perform Additional Services which are, in the DISTRICT's discretion, deemed necessary. Compensation for all Additional Services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such Additional Services. CONSULTANT shall not be entitled to any compensation for performing Additional Services that are not previously approved by the DISTRICT in writing. Additional Services shall include:

a. Making material revisions in plans, drawings, specifications, reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing plans, drawings, specifications, reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in the specific proposals where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

**ARTICLE VIII**  
**REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-twentieth (1.15) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:

a. Approved reproduction of plans, drawings, specifications, reports and/or other documents in excess of the copies provided by this AGREEMENT;  
and

- b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.
- c. Furniture and Equipment purchased by the CONSULTANT on behalf of the District

2. Provided that the CONSULTANT obtains the DISTRICT's prior written approval, approved expenses will be reimbursed to the CONSULTANT in accordance with Article VIII. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's written authorization approving the expense(s) incurred for the invoiced item(s). The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any reimbursement shall be valid absent such prior written approval by the DISTRICT.

## **ARTICLE IX MISCELLANEOUS**

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

- a. Workers' Compensation. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and
- b. General Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees, on any such claim or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

- c. Professional Liability. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.
  
- d. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IX, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY TERMS, CONDITIONS AND/OR PROVISIONS, THAT MAY BE ATTACHED TO THIS AGREEMENT AS PART OF AN EXHIBIT, WHICH ADDRESS, AFFECT OR OTHERWISE PURPORT TO GOVERN THE INDEMNIFICATION RESPONSIBILITIES OF THE PARTIES UNDER THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
  
- e. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN ANY ATTACHED EXHIBIT OR IN ANY OTHER DOCUMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
  
- b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - 1. Owned, non-owned and hired vehicles;
  - 2. Blanket contractual;

3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of \$2,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in Article IX, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. 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 Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, TERMS AND CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.

12. In accordance with California Education Code Section 17604, this AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

13. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT,

neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

14. This Agreement shall be terminate on June 30, 2022

15. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

Flewelling & Moody, Inc.

By: \_\_\_\_\_

Scott F. Gaudineer, President

Date: \_\_\_\_\_

DISTRICT:

Oxnard School District

By: \_\_\_\_\_

Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Approval of Agreement #21-45, School Services of California (Quinto)**

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School Services of California (SSC) represents school districts throughout the state of California with a variety of educational program, human resources, fiscal and facilities matters both from a planning and an implementation perspective. As a best practice in the state of California, these services are recommended in order to increase and improve staff efficiencies, and outcomes for students in the areas of: legislative, facilities, fiscal, educational services, human resources, and special education, and are recommended in order to provide guidance and advice to the Superintendent and the entire Cabinet.

School Services of California Inc. (SSC), have exceptional knowledge, strength, and connectivity regarding both the legislative process, as well as expertise and understanding of educational code statutes and regulations. Their depth of knowledge covers all areas of district instructional, facilities, and fiscal issues that directly impact operational effectiveness in the areas of educational services, special education, human resources, facilities and fiscal services. They demonstrate particular strengths that will increase and improve staff efficiencies, and outcomes for our students. These services do not include any aspect of construction management or fiscal advisory services.

SSC will provide in-person bi-monthly updates with the full cabinet or any subset. SSC will also provide Board presentations, providing a third-party interpretation of major happenings in Sacramento. On a weekly basis, SSC will provide a summary of the week's relevant issues, and in addition, expanded presentations during the following annual budgetary and planning milestones:

- January Governor's Budget between January 10 and January 31
- May Revise between May 15 and May 30
- Final State adopted budget late June or early July
- End of the legislative cycle in Sacramento (after September 30, before anything is effective, which is usually January 1)

SSC will serve as a key resource for strategic planning and resource allocation in budgetary and programmatic evaluation and recommendations to the Board particularly during this time of state and national economic volatility as well as the unprecedented amplified changes to K-12 legislation. Again, these services do not include any aspect of construction management or fiscal advisory services.

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

#### **FISCAL IMPACT:**

Not to Exceed: \$2,000/month – General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #21-45 with School Services of California.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-45 \(2 Pages\)](#)

## OSD AGREEMENT #21-45

### AGREEMENT FOR SPECIAL SERVICES

Fiscal Advice, Budget Support, and Legislative and Budget Advocacy

This is an agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2021.

#### RECITALS

**WHEREAS**, the Client needs assistance regarding fiscal advice, budget and facilities support, educational program planning and implementation guidance related to legislative proposals and actions, and at certain times, advocacy on its behalf; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform services as described on behalf of the Client:
  - a. Represent the Client before the Governor’s Office, Legislature, various state departments, the State Board of Education, the Department of Finance, the State Controller, and others as may be appropriate. Convey, orally and in writing, the perspective of the Client on potential legislation, as determined by the Client. Any advocacy will be in coordination with and in consideration of California School Boards Association (CSBA) and California School Business Officials (CASBO) alignment.
  - b. Provide the Client with legislative bills and bill amendments for review with particular emphasis on planning and implementation strategies.
  - c. Provide a report every month during the legislative session identifying the location and latest action on bills upon which the Client has taken an interest or has implications for the client.
  - d. Provide the Client with updates on the latest developments in Sacramento as they pertain to State Budget development and education legislation. These updates would come in the form of emails, telephone calls, the *Sacramento Update* (a weekly newsletter published by the Consultant), and briefings by the Consultant.
  - e. As requested, meet with the Client on a regular basis through the contract period to provide budget and legislative updates that will impact the Client and require planning and implementation strategies.
  - f. Stay in regular telephone contact with the Superintendent or his designee relative to issues affecting the Client, including: analysis of specific revenue or expenditure issues, analysis of specific educational program legislative or regulatory issues, and a quick query service to provide telephone response to specific fiscal and legislative questions of the Client.

2. The Client agrees to pay to the Consultant for services rendered under this Agreement the sum of \$24,000.00, payable at \$2,000.00 per month, plus expenses, during the term of this 12-month Agreement, upon billing from the Consultant. Expenses are not to exceed \$4,000.00 annually. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, lodging, meals, shipping, and duplication of materials.
3. This Agreement shall be for the period of 12 months, beginning July 1, 2021, and terminating June 30, 2022. It may be terminated by either party prior to June 30, 2022, on 30 days written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation under Item 2 above.
4. It is recognized by both parties that the Consultant will be serving as a legislative advocate on behalf of the Client and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.
5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

By: \_\_\_\_\_  
 Ruth F. Quinto  
 Assistant Superintendent  
 Oxnard School District

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
 Leilani Aguinaldo  
 Director, Governmental Relations  
 School Services of California Inc.

Date: June 10, 2021

By:  \_\_\_\_\_  
 John D. Gray  
 President and CEO  
 School Services of California Inc.

Date: June 10, 2021

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Approval of Field Contract #FC-P21-03695 – Economos Painting (Quinto/Miller)**

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Proposals were solicited for Field Contract #FC-P21-03695, Kamala P2P Downstairs Hallway Painting, pursuant to the Uniform Public Construction Cost Accounting Act. Two (2) proposals were received on Monday, May 17, 2021.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P21-03695 to the lowest responsible bidder, Sam Hill & Sons Inc., in the amount of \$8,541.00. The project will be funded through Deferred Maintenance Funds.

#### **FISCAL IMPACT:**

\$8,541.00 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field Contract #FC-P21-03695 to Economos Painting, in the amount of \$8,541.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Field Contract #FC-P21-03695, Economos Painting \(2 Pages\)](#)  
[Proposal \(1 Page\)](#)

**MUST BE TYPEWRITTEN**  
 OXNARD SCHOOL DISTRICT  
 1051 South A Street • Oxnard, CA 93030  
 Phone: (805) 385-1501 • Fax: (805) 240-7582

<b>Project No.:</b>  <b>FC-P21-03695</b>
--

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00**

THIS CONTRACT is made as of 6/23/2021, between **Economos Painting** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Eight Thousand Five Hundred Forty-One Dollars (\$8,541.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*SEE ATTACHED PROPOSAL DATED 5/16/2021.**

C. Contractor agrees to commence the work within **\*\*** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within **\*\*** calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to start June 25, 2021 and end July 13, 2021\*\***

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>  X  </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>      </u> Performance/Payment Bonds
<u>  X  </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>P21-03695</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposal dated <u>5/16/2021</u>
<u>      </u> Supplemental Conditions		<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Marcos Lopez, Sr. Mgr., Maintenance &amp; Operations</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

**PROJECT NAME:** OXNARD SCHOOL DISTRICT  
 Interior Painting/ Kamala P2P Downstairs Hallway

Date 5/16/2021

**ECONOMOS PAINTING**  
 325 South Sparks street  
 Burbank ,Ca 91506

**PROPOSAL**

Cell: 818-636-5990

Email: [economos50@yahoo.com](mailto:economos50@yahoo.com)

A	B	C	D	E	F	G	H	I
ITEM NO:	<b>Interior Painting</b>	values						
1.00	<b>Hallway P2P Downstairs</b>	<b>9,450.00</b>						
		-						
	My price from Dunn Edwars co.							
	3 Fives Primer x \$ 83.00.00	\$249.00						
	6 Fives Finish x \$ 112.00.00	\$660.00						
	<b>Total:</b>	<b>\$909.00</b>						
	<b>Deducting</b>	<b>\$909.00</b>						
	<b>Scope of work</b>							
	<b>Per District representative Mr. Marcos Lopez recommendation</b>							
1.00	Preperatipn per District Specifications							
2.00	Prime coat							
3.00	1st coat of finish semi gloss							
4.00	2nd coat of finish semi gloss							
5.00	clenup							
<b>TOTAL \$</b>		<b>- \$ 8,541.00</b>						

Antonios Economos / 



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

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

### **Approval of Field Contract #FC-P21-03696 – Sam Hill & Sons Inc.(Quinto/Miller)**

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Proposals were solicited for Field Contract #FC-P21-03696, Concrete Replacement at Fremont, pursuant to the Uniform Public Construction Cost Accounting Act. Two (2) proposals were received on Thursday, May 27, 2021.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P21-03696 to the lowest responsible bidder, Sam Hill & Sons Inc., in the amount of \$51,500.00. The project will be funded through Deferred Maintenance Funds.

#### **FISCAL IMPACT:**

\$51,500.00 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field Contract #FC-P21-03696 to Sam Hill & Sons Inc., in the amount of \$51,500.00.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Field Contract #FC-P21-03696, Sam Hill & Sons Inc. \(2 Pages\)](#)  
[Proposal \(1 Page\)](#)

**MUST BE TYPEWRITTEN**  
 OXNARD SCHOOL DISTRICT  
 1051 South A Street • Oxnard, CA 93030  
 Phone: (805) 385-1501 • Fax: (805) 240-7582

<b>Project No.:</b>  <b>FC-P21-03696</b>
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**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00**

THIS CONTRACT is made as of 6/23/2021, between **Sam Hill & Sons, Inc.** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Fifty-One Thousand Five Hundred Dollars (\$51,500.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*SEE ATTACHED PROPOSAL DATED 5/27/2021.**

C. Contractor agrees to commence the work within **\*\*** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within **\*\*** calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to start June 25, 2021 and end July 13, 2021\*\***

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u>  X  </u> Scope of Work	<u>  X  </u> Subcontractor List	<u>  X  </u> Performance/Payment Bonds
<u>  X  </u> Specifications	<u>  X  </u> Certificates/Liability Insurance	<u>  X  </u> Purchase Order No. <u>P21-03696</u>
<u>      </u> Drawings	<u>  X  </u> Certificates/Workers Compensation Insurance	<u>  X  </u> Proposal dated <u>5/27/2021</u>
<u>      </u> Supplemental Conditions		<u>  X  </u> Other <u>PWC-100 DIR Registration</u>

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Marcos Lopez, Sr. Mgr., Maintenance &amp; Operations</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

## GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
  - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
  - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



Lic. # 648594

P.O. Box 5670  
 Ventura, CA 93005  
 Phone: (805) 644-6278  
 Fax: (805) 644-2813

<b>To:</b> Oxnard School District	<b>Contact:</b> Marcos Lopez
<b>Address:</b> 1051 South "A" Street Oxnard, CA 93030	<b>Phone:</b> (805) 385-1501
<b>Project Name:</b> Fremont School - Concrete Replacement & Tree Removals	<b>Bid Number:</b>
<b>Project Location:</b> 1130 N M St., Oxnard, CA	<b>Bid Date:</b> 5/27/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove & Replace Concrete Area +/- 1900 SF	1.00	LS	\$36,000.00	\$36,000.00
2	Remove & Replace Concrete Area +/- 400 SF	1.00	LS	\$12,750.00	\$12,750.00
3	Assist District Provided Tree Removal Crew In Root Removals*	1.00	DY	\$2,750.00	\$2,750.00

**Total Bid Price: \$51,500.00**

**Notes:**

- Included:** Demo existing concrete and handrail, haul off demoed material, scarify and recompact existing top soil, haul off excess spoils as needed, pour new 4" concrete slabs (1900+/- SF with 6'x6' planter area location TBD in field , 400+/- SF) with #3 rebar reinforcement (24" O.C.) , dowel into existing, toilet,
- Excluded:** Permits, fees, bonds, engineering, staking, compaction tests, import subgrade (aggregate base) grading outside of work limits, dewatering, rock for trench stabilization, construction water meter/source, traffic control, striping, grinding, AC overlay, SWPPP, slurry seal, video inspection, handling or disposal of hazardous materials, restricted working hours, protective fencing, background checks and associated direct/indirect costs, conflicts with existing utilities, cylinder testing of concrete, landscaping, irrigation, electrical, wiring, work on/around live electrical, shoring, Engineered Shoring Plans, removal or replacement of existing tables and/or benches, removal/haul off of organics (to be performed by others, tree or root removal (see \* note below)
- \* Assist Tree Removal Crew - Sam Hill & Sons to provide one (1) Laborer, one (1) Operator, and one (1) backhoe for one (1) day to assist in root removal to be performed by district hired tree contractor. Contractor assumes work will be performed in one day, for additional days please extend line item price. This work is to take place AFTER Sam Hill & Sons completes initial demo of existing concrete flatwork.
- Price is good for 30 days from date of quote.
- Trench plates, barricades & caution tape for work on-site will be provided as requested, on a T & M Basis.
- Rock or hard material that cannot be trenched in a productive manner, will be removed & disposed of on a T & M Basis.
- DIR #1000008073**
- Sam Hill & Sons will require access to onsite water
- Proposal is Non-Divisible; All Items are to be accepted in order to effect line item pricing.
- Material Escalation: Due to current market conditions Contractor can only honor proposal for 30 days. If work is not contracted and scheduled within 30 days Contractor reserves the right to redress **demonstrable** material escalations including associated markups
- Material shortages can also cause delays in scheduling, Sam Hill & Sons requires a minimum of 2 weeks notice for crews and/or material procurement.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Sam Hill &amp; Sons, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Steven T Moreno          (805) 644-6278 steve@samhillandsons.com</p>
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #21-64, Beyond Equity in Education LLC (DeGenna)**

---

The Tier 1 portion of the program offered by Beyond Equity in Education LLC will 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.

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

#### **FISCAL IMPACT:**

\$67,500.00 – Supplemental Concentration Funds

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-64 with Beyond Equity in Education LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-64, Beyond Equity in Education LLC \(6 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

This contract is entered into this 23rd day of June 2021 (hereinafter "Contract), and is made by and between Beyond Equity in Education, LLC (hereinafter "BEE") and the Oxnard School District, a California public school district located in Ventura County (hereinafter, "District"), collectively hereinafter to be referred as the "Parties".

### RECITALS

WHEREAS, the Vision Statement of the Oxnard School District is "Empowering all children to achieve excellence";

WHEREAS, the Mission Statement of the District is "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities";

WHEREAS, BEE provides professional consultant services offering equity-based resources for educators

WHEREAS, BEE provides resources for teachers and other educators to bring social justice and equity to the classroom.

WHEREAS, the District desires to engage BEE to provide professional consultant services for the provision of planning consulting services as more particularly described in Exhibit A (hereinafter "Scope of Work") and as such is made a part of this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and BEE, the Parties hereby agree as follows:

#### **I. PROFESSIONAL CONSULTANT SERVICES**

BEE agrees to provide the District with professional consultant services as more fully set forth and specified in the Scope of Work (Exhibit A), incorporated herein for all purposes and made a part of this Contract by reference.

#### **II. DISTRICT COOPERATION**

In order to perform the Scope of Work, BEE may require information about the District. The District understands and agrees to cooperate with BEE by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of BEE. On occasion, BEE may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.



### **III. CONFIDENTIALITY OF INFORMATION**

BEE recognizes that information related to the services provided by BEE may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, BEE shall regard all information received during the performance of services pursuant to this Contract and all information produced by BEE as confidential and shall not disclose such information to any other person or party without prior consent of the District.

### **IV. TERM**

The Term of this Contract shall commence upon approval by the Board of Trustees of the Oxnard School District ("Governing Board") and execution by the Superintendent and will extend through August 31, 2021. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

### **V. EVIDENCE OF INSURANCE**

BEE agrees to deliver to the District a Certificate of Liability Insurance evidencing policies of insurance in the coverage amounts required by the District. The liability insurance policy required by the District shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District.

### **VI. FEE FOR SERVICES**

The District will compensate BEE \$67,500 for the services identified in the attached Scope of Work. This fee will include expenses related to the offering of the program. Payment will be made in two installments. Half of the total will be paid on July 1, 2021 and the second half will be paid on August 27, 2021.

### **VII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT**

BEE shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that BEE, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

### **VIII. DISPUTE RESOLUTION**

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation,

and if the matter is not resolved through mediation then to arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure Section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

#### **IX. TERMINATION**

In the event BEE fails or refuses to reasonably perform the provisions of the Scope of Work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. BEE shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

In the event that the District terminates this Contract, or the Parties mutually agree to terminate this Contract, BEE shall be compensated pursuant to Section XIII based on the percentage of work completed as of the date of termination.

#### **X. ATTORNEY'S FEES**

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

#### **XI. NOTICES**

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

All notices, demands, requests or approvals from BEE to District shall be addressed to the District at:

Oxnard School District  
ATTN: Karling Aguilera-Fort, Ed.D., Superintendent  
1051 S. A Street  
Oxnard, CA 93030



All notices, demands, requests or approvals from District to BEE shall be addressed to Beyond Equity in Education, LLC at:


ATTN: Bay Jones, Ph.D.,  
Beyond Equity in Education, LLC  
PO Box 186  
2777 Yulupa Ave.  
Santa Rosa, CA 95405

**XII. APPROVAL**

In executing this contract, persons signing on behalf of BEE or District represent that each has the authority to do so.

This contract is hereby agreed upon this \_\_\_\_ day of \_\_\_\_\_ 2021.

AGREED:

  
\_\_\_\_\_  
Bay Jones, Ph.D., CEO and Founder.  
Beyond Equity in Education, LLC.

  
\_\_\_\_\_  
Oxnard School Dist  
Lisa A. Franz, Director, Purchasing

Scope of Work  
BEE – Beyond Equity in Education & Oxnard School District

BEE doesn't *make* teachers better at teaching, we **make teaching better for teachers and classrooms better for students**. Systemic inequity holds everyone back.

Below is our initial scope of work for summer 2021.

**Tier 1:**

Summer Development – Introduction and Overview:

1. Teachers' In-Services [AM/PM sessions 8/17, 8/18, 8/19]
  - a. 6 Sessions      3 hours/session                      (18 session hours) AM/PM 3hours each
2. Administrators [July 31]
  - a. 1 Session      6 hours/session                      (6 session hours)
3. Board Session [early August, date TBD]
  - a. 1 Session      1 hour Study Session                      (1 study session hour)

---

\*Total Summer                      (25 session hours)

**In-Service for Teachers, Working Session for Principals & Study Session for Board:**

BEE – Beyond Equity in Education will provide a working presentation and overview of its equity initiative and program highlighting the ways each unique group of classroom teachers plays a role by deepening their awareness, understanding, and application of the social justice tenants as identified through BEE's 25 years of investigation, research, and professional understanding of this subject matter.

Participating teachers will be broken into 6 groups by grade/subject and each group participates in a 3-hour overview and working presentation session (August 17, 18 or 19 in a 3-hour AM or PM session).

Administrators from the District's 21 schools will attend an overview presentation and study session lasting up to 6 hours whereby school-site administrators are provided an overview of the initiative, along with some additional time to deepen and grow their professional understanding of this topic, the BEE initiative, and their leadership/agency by working in teams to flesh out how BEE's initiative would work at their particular school and with their classroom teachers and students.

Exhibit A

Scope of Work  
BEE - Beyond Equity in Education & Oxnard School District

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2021

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

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

<b>PRODUCER</b> Barbary Insurance Brokerage 436 14th St., Suite 150 Oakland CA 94612	<b>CONTACT NAME:</b> Zoraida Maldonado	
	<b>PHONE (A/C. No. Ext):</b> 415-788-4700	<b>FAX (A/C. No):</b> 415-788-4701
<b>E-MAIL ADDRESS:</b> Zoraida@barbaryinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Sentinel Insurance Co, LTD		11000
<b>INSURED</b> Beyond Equity in Education, LLC 2777 Yulupa Ave, P O Box 2777 Santa Rosa CA 95405	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1914196303

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBMBN6342	6/11/2021	6/11/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	Y/N	N/A				PER STATUTE	OTHE-R
							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 is added as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District Attn: Dr. Ana DeGenna 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Support Services Agreement

### **Ratification of Amendment #1 to Agreement #20-32 –All Languages Interpreting & Translating (Aguilera-Fort)**

---

At the Board Meeting of June 4, 2020, the Board of Trustees approved Agreement #20-32 with All Languages Interpreting & Translating, in the amount of \$12,000.00, to provide simultaneous translation (English/Spanish) at Board meetings during the 2020-2021 fiscal year.

Amendment #1, in the amount of \$2,100.00, is required to adjust the total expected cost through the end of the fiscal year, for a new total agreement amount of \$14,100.00.

#### **FISCAL IMPACT:**

\$2,100.00 - General Fund

#### **RECOMMENDATION:**

It is the recommendation of the District Superintendent that the Board of Trustees ratify Amendment #1 to Agreement #20-32 with All Languages Interpreting & Translating.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #20-32, All Languages Interpreting & Translating \(14 Pages\)](#)

**Amendment #1 to Agreement #20-32 with  
All Languages Interpreting & Translating  
June 23, 2021**

At the Board Meeting of June 4, 2020, the Board of Trustees approved Agreement #20-32 with All Languages Interpreting & Translating, in the amount of \$12,000.00, to provide simultaneous translation (English/Spanish) at Board meetings during the 2020-2021 fiscal year.

Amendment #1, in the amount of \$2,100.00, is required to adjust the total expected cost through the end of the fiscal year, for a new total agreement amount of \$14,100.00.

By: \_\_\_\_\_  
**Lourdes Gonzalez Campbell**

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
**Lisa A. Franz, Director, Purchasing**

Date: \_\_\_\_\_



## OXNARD SCHOOL DISTRICT

### Agreement #20-32

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- 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 **July 1, 2020** through **June 30, 2021** (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, including reimbursement for actual expenses, shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Sgc (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.

Sgc (Initials)

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

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

Sgc (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

 (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Karling Aguilera-Fort  
Phone: (805) 385.1501 x2034  
Fax: (805) 483.7426

To Consultant: All Languages Interpreting & Translating  
701 East Santa Clara Street, Suite 47  
Ventura, CA 93001  
Attention: Lourdes Gonzalez Campbell  
Phone: (805) 654.0509  
Fax: (805) 293.8524

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**ALL LANGUAGES INTERPRETING & TRANSLATING:**

*Lisa A. Franz*

Signature

~~LISA A. FRANZ, DIRECTOR, PURCHASING~~

~~Karling Aguilera-Fort, Superintendent~~

Typed Name/Title

7-15-2020

Date

Tax Identification Number: 95-6002318

*Louder G. Campbell*

Signature

LOURDES G. CAMPBELL, CEO

Typed Name/Title

June 22, 2020

Date

Tax Identification Number: 82-225-1089

- Not Project Related
- Project #20-32

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-32**

**SERVICES**

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

**\*CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #20-32

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-32**

**COMPENSATION**

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

\*\*\$640.00 PER BOARD MEETING WITH A PRORATED HOURLY RATE OF \$213.33 FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.

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

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

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

**IV. The total compensation for the Services shall not exceed \$12,000.00, as provided in Section 4 of this Agreement.**



**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-32**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #20-32

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 #20-32

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-32**

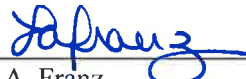
**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 7-15-2020

By:   
Lisa A. Franz  
Director, Purchasing

QUOTE FOR SERVICES

June 8, 2020

Presented to:

MS. LYDIA GARCIA  
OXNARD SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
ADMINISTRATIVE ASSISTANT  
1051 SOUTH A STREET  
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings for the Fiscal Year 2020 – 2021.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
  - Fee for two interpreters: First interpreter: \$400.00  
Second interpreter \$240.00  
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change. Our fee is also the same for Zoom with Interpreting sessions.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. We have continued providing interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, and other languages. Our services are mostly used during IEP meetings with parents and students via phone conference during the pandemic COVID19 or in person. We have also translated documents for the Special Education Departments of various High Schools in the area.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #20-171 with Ventura County Office of Education, 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 2020-2021 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year.

Students: SC102507 - \$8,782.77  
MA102113 - \$5,780.49  
IR033009 - \$7,102.39

#### **FISCAL IMPACT:**

\$21,665.65 – 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 #20-171 with VCOE for Paraeducator services in the amount not to exceed \$21,665.65.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-171, Ventura County Office of Education \(3 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 14, 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. **SC102507**

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support during the day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily during 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 **5/14/2021 (IEP date~5/4/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> 5/14/2021-6/17/2021 (ESY: 6/21/2021-6/30/2021)	<u>UPCOMING: 2021-2022</u> (ESY: 7/1/2021-7/16/2021)
<b>TOTAL ESTIMATED COSTS:</b>	\$ <u>8,782.77</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 (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION  
Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
VCOE Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 8,782.77





# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 21, 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.

**MA102113**

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 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/21/2021 (IEP date~4/20/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> 5/21/2021-6/10/2021 (ESY: 6/14/2021-6/30/2021)	UPCOMING: <u>2021-2022</u> (ESY: 7/1/2021-7/9/2021) 8/18/2021-4/20/2022
ESTIMATED COSTS:	\$ <u>5,780.49</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 \$ **5,780.49**



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 16, 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.

**IR033009**

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 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 **5/16/2021 (IEP date~4/28/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	<u>UPCOMING: 2021-2022</u>
	5/16/2021-6/17/2021 (ESY: 6/21/2021-6/30/2021)	(ESY: 7/1/2021-7/16/2021) 8/18/2021-4/28/2022
<b>ESTIMATED COSTS:</b>	\$ <u>7,102.39</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 \$ 7,102.39



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #20-178, Oxnard Union High School District (DeGenna/Shea)**

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This Agreement/MOU is Oxnard School District's commitment to working with Oxnard Union High School District to educate our 7th and 8th grade students in career pathways they may explore in high school to be college and career ready. Oxnard School District will receive funding to aid in career exploration for 7th and 8th grade students.

**Term of Agreement/MOU: January 1, 2021 through June 1, 2023**

#### **FISCAL IMPACT:**

Funding awarded to Oxnard School District - \$138,525.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-178 with Oxnard Union High School District.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #20-178, Oxnard Union High School District \(5 Pages\)](#)

Memorandum of Understanding  
OXNARD SCHOOL DISTRICT  
and  
OXNARD UNION HIGH SCHOOL DISTRICT  
K12 Strong Workforce Program  
April 21, 2021

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

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

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

### **LEA District Responsibilities**

The LEA District assumes the following responsibilities:

- Districts shall collect and report Career Technical Education data to the California Department of Education, as applicable to middle school programming. The statewide tracking systems used include the California Longitudinal Pupil Achievement Data System (CALPADS).
- All SWP expenditures must be coded with the goal code of 3800 (CTE).
- All funds must be expended by June 1, 2023
- Identify CTE-specific work in the Local Control and Accountability Plan (LCAP).
- Maintain and provide supporting documentation for all expenditures related to grant activities.
- Maintain all records for five years upon completion of the project.
- Solicit prior approval for expenditures in excess of \$5,000. Route approval requests through OUHSD for approval. Purchases in excess of \$5,000 that are not approved will be the responsibility of the LEA.
- LEA District must engage in regional efforts with OUHSD to align education services to meet the CTE Program Requirements minimum standards for the work plan described below:
  1. Offer high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.
  2. Provide pupils with quality career exploration and guidance.
  3. Provide pupil services, including, but not limited to, counseling and leadership development.

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

## **OUHSD Responsibilities**

OUHSD assumes the following responsibilities:

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

## **Term**

The term of this MOU is January 1, 2021 - June 1, 2023, subject to all terms and conditions set forth herein.

## **Funding**

Funding for the *"K-14 Employee Pipeline Project for Oxnard - Hueneme - Camarillo - Somis"* grant is outlined in the section below.

Upon execution of this MOU, in a timely manner, OUHSD shall release 70% of funds as outlined in the SWP Work Plan specifications; the remaining 30% shall be released to the LEA district upon receipt of full funding from the CCCCO. The total award amount for this contract is \$138,525.

### **Termination due to Cessation of State Funding**

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

### **Insurance**

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

### **Indemnification**

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

### **Work Plan**

Grant funds shall be expended in accordance with the work plan details that are attached (B) and described herein. The objectives of the K-14 Employee Pipeline Project for Oxnard-Hueneme-Camarillo-Somis are as follows:

- 1) POST-SECONDARY TRANSITION: Institutionalize a collaborative process with middle school, community college, and community and industry partners to discuss SWP regional priorities, economic and workforce needs, industry trends, specific needs of underrepresented student groups, ways to leverage current K-14 programs/systems; develop/increase articulation agreements, dual enrollment, combined WBL activities; create a K-14 Transition Plan and ways to matriculate CTE students to related career education programs
- 2) COLLEGE & CAREER EXPLORATION: Analyze current middle school career education programs and identify ways to align with high school and community college programs forming a seamless transition for students; support pathway development and career exploration workshops/events, faculty professional development, and collaboration
- 3) COLLEGE & CAREER EXPLORATION: Analyze CTE data to identify issues related to access, enrollment, and CTE pathway completion among special population groups; review how underrepresented student schedules are programmed; survey special population students, parents, and teachers and support staff who work directly with special population student groups; provide CTE marketing materials in multiple languages, target specific classes that have a higher concentration of underrepresented students to integrate career exploration WBLs and establish CTE special population student and parent advisory groups

**Notices**

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

TO OXNARD UNION HIGH SCHOOL DISTRICT: DR. TOM MCCOY  
SUPERINTENDENT  
OXNARD UNION HIGH SCHOOL DISTRICT  
309 South K Street, Oxnard, CA 93036  
(805) 385-2500

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

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

**Compliance with Laws**

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

**Construction of Covenants and Conditions**

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

**CONTACT PAGE**

OXNARD UNION HIGH SCHOOL DISTRICT  
PROJECT DIRECTOR: Monica Phillippe  
Director of Career Education  
309 South K Street, Oxnard, CA 93036  
Phone: (805) 278-1607  
Email: monica.phillippe@oxnardunion.org

BUSINESS OFFICE: Patsy Thomas  
Director of Fiscal Services, Accounting  
309 South K Street, Oxnard, CA 93036  
Phone: (805) 385-2560  
Email: patsy.thomas@oxnardunion.org

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

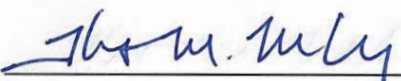
BUSINESS OFFICE: Sue Haidet  
Accounts Receivable  
Address: 1051 South A Street, Oxnard, CA 93030  
Phone: 805-385-1501  
Email: shaidet@oxnardsd.org

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**SIGNATURES**

\_\_\_\_\_  
Dr. Karling Aguilera-Fort, Superintendent  
OXNARD SCHOOL DISTRICT

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dr. Tom McCoy, Superintendent  
OXNARD UNION HIGH SCHOOL DISTRICT

  
\_\_\_\_\_  
Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #20-52 – Children’s Therapy Network (DeGenna/Jefferson)**

---

At the Board Meeting of September 2, 2020, the Board of Trustees approved Agreement #20-52 with Children’s Therapy Network, in the amount of \$5,000.00, to provide supplemental staffing services to support Oxnard School District Special Education Students, for the 2020-2021 school year, including Extended School Year.

Amendment #1 in the amount of \$12,500.00, increases the number of students receiving services and/or being assessed for the 2020-2021 school year, including Extended School Year, for a revised total agreement amount of \$17,500.00.

#### **FISCAL IMPACT:**

\$12,500.00 – Special Education Funding

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-52 with Children’s Therapy Network.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 - Children's Therapy Network \(1 Page\)](#)  
[Agreement #20-52, Children's Therapy Network \(6 Pages\)](#)

**Amendment #1 to Agreement #20-52 with  
Children's Therapy Network  
June 23, 2021**

At the Board Meeting of September 2, 2020, the Board of Trustees approved Agreement #20-52 with Children's Therapy Network, in the amount of \$5,000.00, to provide supplemental staffing services to support Oxnard School District Special Education Students, for the 2020-2021 school year, including Extended School Year.

Amendment #1 in the amount of \$12,500.00, increases the number of students receiving services and/or being assessed for the 2020-2021 school year, including Extended School year, for a revised total agreement amount of \$17,500.00.

**CHILDRENS THERAPY NETWORK:**

By: \_\_\_\_\_  
Cassandra Woods

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_



**OSD AGREEMENT #20-52**  
(OSD SPEC. ED. STUDENTS-SUPPLEMENTAL STAFFING)



**Children's Therapy Network**  
HELPING CHILDREN GROW  
(805) 667-8200 [www.ChildrensTherapyNetwork.net](http://www.ChildrensTherapyNetwork.net)

AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of September 2, 2020 by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and ("Client").

**RECITALS:**

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

- A. Services to be provided by CTN: CTN will render the services described below:
- a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy and licensed assistant and Parent Education classes for Client and will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.
  - b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
  - c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.
- B. Terms of Agreement
- a. This Agreement shall be for a period of 12 months beginning August 1, 2020 through July, 31, 2021 which includes the extended school year time.
  - b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.
- C. Services to be provided by Client
- a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. The list requires, but is not limited to the following:
    1. Most Current and complete IEP, including all goals;
    2. Medical history or most recent evaluation;
    3. Current grade level;
    4. Case manager contact information;
    5. Teacher's name and contact information;
    6. Parent name and contact information;
    7. School Location;
    8. Service Location.
    9. ISA or PO as a promise to pay.
- D. CTN's Fee and Payment Thereof
- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet

Created: 1/8/2014

Revised: 4/18/2018

Approved: 7/31/18

Contract for Consultation Services

1. In consideration of the services to be rendered by CTN, Client agrees to pay to CTN a fee at the rate of
  - a. Individual treatment \$127.50 per discipline service, per hour, per student.
  - b. Group treatment (2-4 students) \$95.00 per discipline, per hour, per student.
  - c. For an evaluation a fee rate of \$ 500.00 per discipline service. Evaluations will include testing and a written report CTN will provide quarterly progress updates to meet school report card compliance at the rate of \$127.50 per hour billed as IEP time. CTN's fees shall be paid monthly on a 30 day net, by Client upon receipt of an invoice each month detailing the fees incurred for the previous month. See attached exhibit for details.
2. CTN will provide monthly billing logs as follows:
  - a. Master summary of all students and total treatment time rendered on a monthly basis.
  - b. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
  - c. Treatment notes upon request.
  - d. Signed Service Logs upon request.
3. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of \$127.50.
4. Administrative time will be paid at the hourly rate of \$127.50 for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.
5. All services rendered by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.
6. No Show or cancelation will be paid at the rate of \$127.50 per billable hour per student (unless group rate applies) when the school, family or student fails to notify the therapist with less than 24 hours of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.
7. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that are included in the student's IEP or referral and that were not provided due to administrator error or unavailability. Compensatory services will not be issued when a student fails to take advantage of a service as offered.
8. Drive time: Client agrees to pay the hourly fee of \$127.50 for drive time for CTN therapists to commute to and from CTN office to the school location when location of student is more than 25 miles from a CTN office.
9. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is more than 25 miles from a CTN office.

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTN's services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days' notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its

sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.

- b. If the cancellation is the result of Client's decision to suspend indefinitely or abandon the work under this Agreement, Client shall be obligated to pay CTN only for those services performed by CTN through the effective date of termination.

In the event of Client's failure to pay an invoice past 60 days of the invoice date, CTN shall have the right to suspend services or terminate this Agreement.

#### 6. Hold Harmless

- a. CTN hereby agrees to indemnify, defend and hold harmless Client and its departments, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CTN and caused by error, omission, or act of CTN or any person employed by it or of any others for whose acts CTN is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
- c. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damage or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

#### 7. Miscellaneous

- a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least \$1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.
- b. CTN will maintain workers compensation insurance for all therapists providing services to clients, as deemed appropriate by workers compensation regulations.
- c. CTN will maintain proper and up to date for each therapist providing services to Client:
  - 1. Professional Licenses.
  - 2. Tuberculosis testing.
  - 3. CPR certifications.
  - 4. Fingerprinting
  - 5. Criminal background checks
- d. CTN will maintain an up to date and current Non-Public Agency Certificate.
- e. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
- f. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.
- g. Time is of the essence with respect to the various provisions of this Agreement.



- h. This Agreement may not be amended except in writing signed by both parties to this Agreement.
- i. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
- j. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

- a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

Contractor:

Children's Therapy Network Inc.  
 DBA Cooperative Therapy Network  
 1857 Knoll Dr.  
 Ventura Ca 93003  
 Phone: 805-667-8200

C Woods-Pierce D.F.J., P.J., C.C.O.  
 Contractor Signature and Title

\_\_\_\_\_  
 Print Name of Title

5/30/2020  
 Date:

Agency:

Oxnard School District  
1051 South A Street  
 Address: Oxnard, CA 93030  
(805) 385-1501  
 Phone:

Lisa A. Franz  
 Agency Signature and Title

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

9-8-2020  
 Date:



# Children's Therapy Network

HELPING CHILDREN GROW

(805) 667-8200 [www.ChildrensTherapyNetwork.net](http://www.ChildrensTherapyNetwork.net)

## ADDENDUM TO Oxnard School District

This Addendum (this "**Addendum**") is entered in by Children's Therapy Network, Inc., a California Corporation ("**CTN**"), and Oxnard School District ("**Recipient**"), and is an addendum to and supplements that certain agreement between CTN and Recipient dated September 2, 2020 ("**Contract**"), whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledge, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapist, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall pay CTN the sum of Six Thousand (\$6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.
2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.
3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Contract.

Children's Therapy Network, Inc. a California Corporation

By: CWoods-Prince DPT, PT, CEO  
Cassandra Woods, DPT, PT, CEO

Oxnard School District

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

## NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc. (Ventura)		10/1/2019	
NPA Name		Date	
Related Services	Service Abbreviation	Fees	Time Allotment (hour, day, or month)
Adapted Physical Education - 5 CCR § 3051.5	APE		
Assistive Technology Services - 5 CCR § 3051.19	ATS		
Audiological Services - 5 CCR § 3051.2	AS		
Behavior Intervention – Design or Planning - 5 CCR § 3051.23	BID		
Behavior Intervention – Implementation - 5 CCR § 3051.23	BII		
Counseling and Guidance Services - 5 CCR § 3051.9	CG		
Early Education Programs for Children with Disabilities - 5 CCR § 3051.20	EE		
Health and Nursing Services - 5 CCR § 3051.12	HNS		
Language and Speech Development and Remediation - 5 CCR § 3051.1	LSDR	\$127.50	per hour/Individual
Music Therapy - 5 CCR § 3051.21	MT		
Occupational Therapy Services - 5 CCR § 3051.6	OT	\$127.50	per hour/Individual
Orientation and Mobility Instruction - 5 CCR § 3051.3	OM	\$127.50	per hour/Individual
Parent Counseling and Training - 5 CCR § 3051.11	PCT		
Physical Therapy Services - 5 CCR § 3051.6	PT	\$127.50	per hour/Individual
Psychological Services Other Than Assessment and IEP Development - 5 CCR § 3051.10	PS		
Recreation Services - 5 CCR § 3051.15	RS		
Social Worker Services - 5 CCR § 3051.13	SW		
Specialized Driver Training Instruction - 5 CCR § 3051.8	SDTI		
Specialized Services for Low Incidence - 5 CCR § 3051.16 <i>(MUST identify Below) -</i>	LI		
<i>Briefly name Low Incidence:</i>			
Specially Designed Vocational Education and Career Development - 5 CCR § 3051.14	VECD		
Transcription Services - 5 CCR § 3051.22	TS		
Vision Services - CCR § 3051.7	VS		
Other Related Service - 5 CCR § 3051.24 <i>(MUST identify Below)*</i>	OTH*		
<i>Name Other Service:</i>			

\* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04 of this application packet.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #20-62 – Children’s Therapy Network (DeGenna/Jefferson)**

---

At the Board Meeting of September 2, 2020, the Board of Trustees approved Agreement #20-62 with Children’s Therapy Network, in the amount of \$10,000.00, to provide supplemental staffing services to support Private School Special Education Students, for the 2020-2021 school year, including Extended School Year.

Amendment #1, in the amount of \$10,000.00, increases the number of private school students receiving services and/or being assessed for the 2020-2021 school year, including Extended School Year, for a revised total agreement amount of \$20,000.00.

#### **FISCAL IMPACT:**

\$10,000.00 – Special Education Funding

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-62 with Children’s Therapy Network.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 - Children's Therapy Network \(1 Page\)](#)  
[Agreement #20-62, Children's Therapy Network \(6 Pages\)](#)

**Amendment #1 to Agreement #20-62 with  
Children's Therapy Network  
June 23, 2021**

At the Board Meeting of September 2, 2020, the Board of Trustees approved Agreement #20-62 with Children's Therapy Network, in the amount of \$10,000.00, to provide supplemental staffing services to support Private School Special Education Students, for the 2020-2021 school year, including Extended School Year.

Amendment #1, in the amount of \$10,000.00, increases the number of private school students receiving services and/or being assessed for the 2020-2021 school year, including Extended School year, for a revised total agreement amount of \$20,000.00.

**CHILDRENS THERAPY NETWORK:**

By: \_\_\_\_\_  
Cassandra Woods

Date: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_



## OSD AGREEMENT #20-62

(PRIVATE SCHOOL SPEC. ED. STUDENTS-SUPPLEMENTAL STAFFING)



Children's Therapy Network

HELPING CHILDREN GROW

(805) 667-8200 [www.ChildrensTherapyNetwork.net](http://www.ChildrensTherapyNetwork.net)

### AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of September 2, 2020 by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and ("Client").

#### RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

- A. Services to be provided by CTN: CTN will render the services described below:
- a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy and licensed assistant and Parent Education classes for Client and will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.
  - b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
  - c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.
- B. Terms of Agreement
- a. This Agreement shall be for a period of 12 months beginning August 1, 2020 through July, 31, 2021, which includes the extended school year time.
  - b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.
- C. Services to be provided by Client
- a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. The list requires, but is not limited to the following:
    1. Most Current and complete IEP, including all goals;
    2. Medical history or most recent evaluation;
    3. Current grade level;
    4. Case manager contact information;
    5. Teacher's name and contact information;
    6. Parent name and contact information;
    7. School Location;
    8. Service Location.
    9. ISA or PO as a promise to pay.
- D. CTN's Fee and Payment Thereof
- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet

1. In consideration of the services to be rendered by CTN, Client agrees to pay to CTN a fee at the rate of
  - a. Individual treatment \$127.50 per discipline service, per hour, per student.
  - b. Group treatment (2-4 students) \$95.00 per discipline, per hour, per student.
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2. CTN will provide monthly billing logs as follows:
  - a. Master summary of all students and total treatment time rendered on a monthly basis.
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9. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is more than 25 miles from a CTN office.

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTN's services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days' notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its

sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.

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#### 7. Miscellaneous

- a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least \$1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.
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- e. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
- f. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.
- g. Time is of the essence with respect to the various provisions of this Agreement.

- h. This Agreement may not be amended except in writing signed by both parties to this Agreement.
- i. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
- j. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

Contractor:

Children's Therapy Network Inc.  
DBA Cooperative Therapy Network

1857 Knoll Dr.  
Ventura Ca 93003  
Phone: 805-667-8200

Agency:

Oxnard School District  
1051 South A Street  
Address: Oxnard, CA 93030

(805) 385-1501  
Phone:

C Woods - Pierce D.V.L., P.L., C.C.O.

Contractor Signature and Title

Lisa A. Franz

Agency Signature and Title

\_\_\_\_\_  
Print Name of Title

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

5/30/2020  
Date:

9-8-2020  
Date:





Children's Therapy Network

HELPING CHILDREN GROW

(805) 667-8200 [www.ChildrensTherapyNetwork.net](http://www.ChildrensTherapyNetwork.net)

**ADDENDUM TO Oxnard School District**

This Addendum (this "**Addendum**") is entered in by Children's Therapy Network, Inc., a California Corporation ("**CTN**"), and Oxnard School District ("**Recipient**"), and is an addendum to and supplements that certain agreement between CTN and Recipient dated September 2, 2020 ("**Contract**"), whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledge, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapist, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall pay CTN the sum of Six Thousand (\$6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.
2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.
3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Contract.

Children's Therapy Network, Inc. a California Corporation

By: CWoods-Prince DPT, PT, CEO  
Cassandra Woods, DPT, PT, CEO

Oxnard School District

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

## NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc. (Ventura)

10/1/2019

**NPA Name**

**Date**

Related Services	Service Abbreviation	Fees	Time Allotment (hour, day, or month)
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Assistive Technology Services - 5 CCR § 3051.19	ATS		
Audiological Services - 5 CCR § 3051.2	AS		
Behavior Intervention – Design or Planning - 5 CCR § 3051.23	BID		
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Counseling and Guidance Services - 5 CCR § 3051.9	CG		
Early Education Programs for Children with Disabilities - 5 CCR § 3051.20	EE		
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Recreation Services - 5 CCR § 3051.15	RS		
Social Worker Services - 5 CCR § 3051.13	SW		
Specialized Driver Training Instruction - 5 CCR § 3051.8	SDTI		
Specialized Services for Low Incidence - 5 CCR § 3051.16 <i>(MUST Identify Below) -</i>	LI		
<i>Briefly name Low Incidence:</i>			
Specially Designed Vocational Education and Career Development - 5 CCR § 3051.14	VECD		
Transcription Services - 5 CCR § 3051.22	TS		
Vision Services - CCR § 3051.7	VS		
Other Related Service - 5 CCR § 3051.24 <i>(MUST Identify Below)*</i>	OTH*		
<i>Name Other Service:</i>			

\* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04 of this application packet.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section D: Action Items

### **Approval of Oxnard School District 2021-22 Local Control Accountability Plan, LCAP (DeGenna)**

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The Board of Trustees will receive a presentation on the Oxnard School District 2021-2022 Local Control and Accountability Plan (LCAP).

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Oxnard School District 2021-22 Local Control Accountability Plan (LCAP).

#### **ADDITIONAL MATERIALS:**

**Attached:** [Local Control Accountability Presentation-Final.pdf](#)  
[LCAP Plan 2021-2022.pdf](#)

The background features a rolled-up document with a wooden handle, resting on a grid with a line graph. The graph shows a fluctuating line with several peaks and troughs. The overall tone is warm and professional.

# Local Control Accountability Plan

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JUNE 23, 2021



# Purpose

The LCAP is a tool for local educational agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes.



Establish goals



Create a plan using actions and services



Create a budget to support

# The Work

Convene a group of stakeholders including parents, staff and community to analyze data and review student needs

1

Review existing federal, state and district policy and laws, including EL Roadmap

2

Review LCAP goals, actions and services from previous year

3

Determine which goals, actions and services will continue



# Goals

*Through-Line*



# *Student Profile and our Educational Project*

We must provide each of our PK-8 students the learning opportunities to become a reader, writer, and mathematical thinker.

Create, communicate, collaborate, design, apply new knowledge in real life and in different contexts

Confident, solution oriented as evidence of Growth Mindset



Digitally, artistically, and linguistically prepared to lead in any of these areas

Multilingual-  
Multicultural & global  
thinker

Prepared for high school,  
college, and career

We equip our students with the tools, knowledge, & skills to advocate for themselves to prepare them for the future.

Goal 1: All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.



Professional Development for all staff to focus on first instruction and differentiation of instruction



Extended Learning

Summer School  
Before/After School  
Intersessions



Teacher Support and Resources

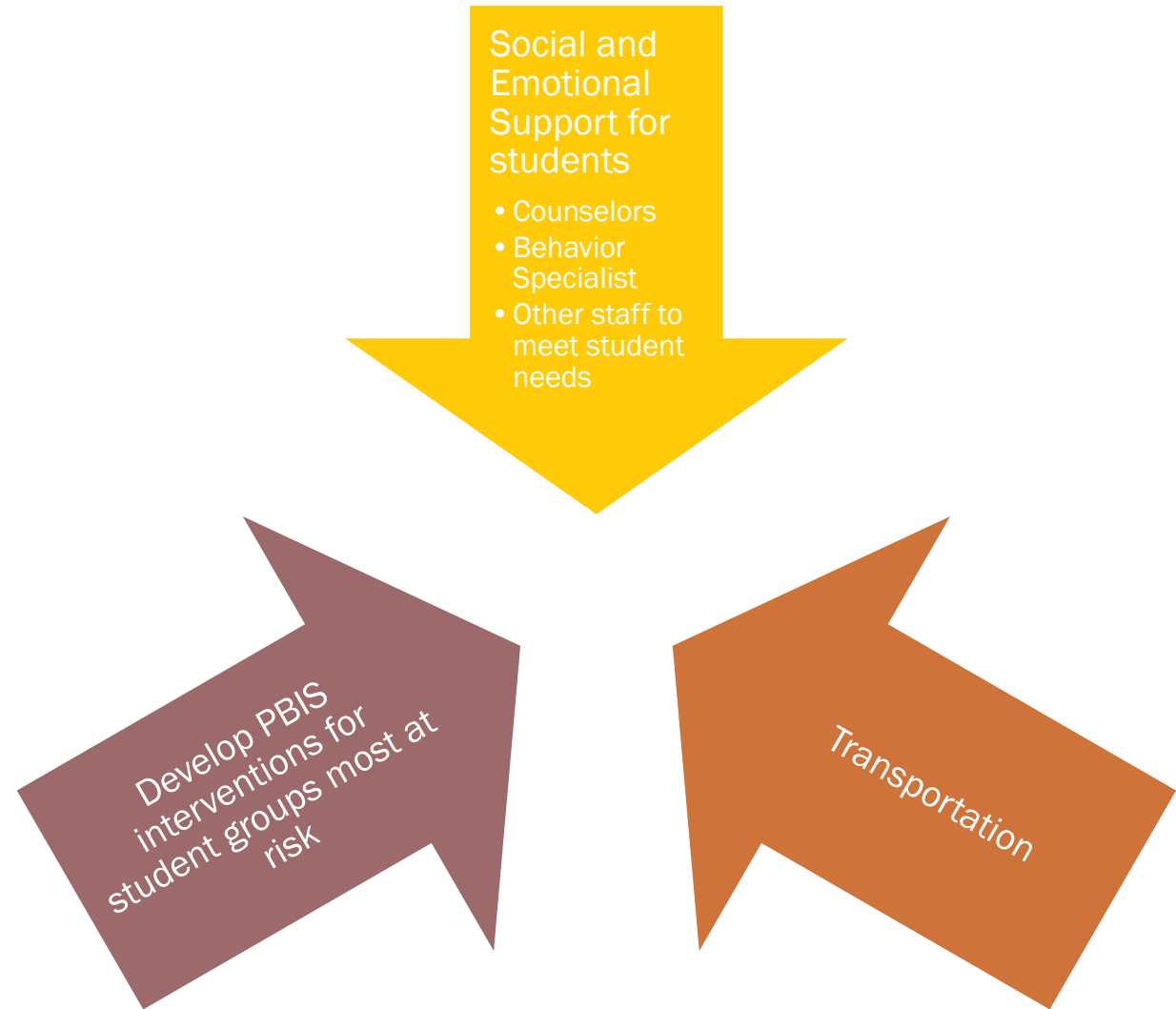
Science/Social Studies  
Opportunities for  
collaboration



Intervention for students

Mathematics  
Language Arts

Goal 2:  
Students will  
continue to be  
provided with  
programs and  
services that  
contribute to  
their well-being,  
safety and  
connectedness.



### Goal 3: Improve communication with parents, community and staff

- Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework.
- Design structures and spaces to promote and ensure parent voice, agency, involvement and leadership development.
- Ensure and enhance our communication with families through the use of a variety of platforms.
- Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.
- Include the voices of our different parent groups in the design of learning experiences for student and families.
- Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.

# Goal 4

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Contributes to all Oxnard School District Goals

- Facilities
- Staff
- Operations





# Metrics

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86.72

104.19

61.6%: 99.19



# Sample Metrics

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## Goal 1

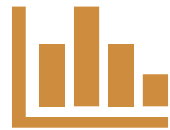
Star 360

Smarter Balanced Data

California Alternate Assessment

ELPAC Data

Pathway towards the Seal of  
Biliteracy



## Goal 2

Panorama Survey

Suspension Data

Chronic Absenteeism Data



## Goal 3

Parent Panorama Survey

Staff Panorama Survey

Blackboard Reports on Usage

Canvas

# Budgets

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# Funding Sources

LCFF • Title Funds • COVID Relief

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## LCFF

- Unduplicated Pupil Percentage

## Title Funds

- Students certified as living in poverty
- Student certified as English Learners
- How do we identify students?
  - Family Eligibility Certification
  - Home Language Survey and Language Assessment

## COVID Relief

- Longer than one-time, but not ongoing
- Last use date 09/30/2024



# Questions?

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# Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oxnard School District	Dr.Karling Aguilera-Fort Superintendent	kaguilerafort@oxnardsd.org (805) 385-1501

## Plan Summary [2021-22]

### General Information

A description of the LEA, its schools, and its students.

The Oxnard School District is located in Oxnard, California, the largest city in Ventura County. Established in 1873, the Oxnard School District has 21 schools serving approximately 15,500 students in grades Preschool through Eighth. The district demographics are as follows; 92% Hispanic/Latino, 3.2% White, followed by 1.2 % Filipino, .9% African American, .8 % Asian, .7% are students who identify as having two or more races, .1% American Indian, and .1% Pacific Islander. One of the characteristics that makes Oxnard unique is the growing number of Latinx students who have Mixteco as a naïve language rather than Spanish. This unique characteristic provides opportunities for the district to better serve the diversity of its students.

The district mission statement, “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares them for college and career opportunities” guides the development of this LCAP and the focus of our LEA and schools. In order for the district to achieve this mission, the district has developed a Student Profile to guide the work of the district and its strategic plan. The Student Profile aims at providing students with an education that prepares them to create, communicate, collaborate, design and apply new knowledge in real life and a variety of different contexts. We aim for our students to be confident, solution oriented, digitally, artistically and linguistically prepared for future opportunities. In order to achieve these goals the Oxnard School District is committed in providing students the learning opportunities to become readers, writers and mathematical thinkers so that they can use this knowledge to advocate for themselves and select courses that will prepare them for the future.

District teachers, staff and administrators are committed to providing students an enriched educational experience by ensuring students have access to a broad course of study, including STEM and the Arts. Recognizing that our students’ home languages represent a powerful asset for themselves and our community, our district is committed to building strong, research-based and standards driven biliteracy programs across ten schools in the district. In addition, to providing varied opportunities for our children, the district celebrates the linguistic and cultural backgrounds of the community. OSD is committed to increasing the academic achievement of all students through effective instruction, a challenging and engaging curriculum, and aligned assessments while ensuring that all systems are culturally and linguistically responsive to the needs of our students and their families.

In order to ensure that all students, including English Learners and students receiving special education services, are receiving a rigorous academic educational program that prepares them for college and career the district commits many resources to the continued development of the teaching staff. The professional learning is focused on deepening understanding of the state standards, implementation of high leverage instructional practices and the effective use of scaffolding and differentiated instruction. As a district we believe that the most effective instruction happens in inclusive settings where students receive grade level standards that are scaffolded to meet their needs.

Though there are many assets within our community and district, we are also intensely aware that the community is impacted by high rates of poverty, crime and trauma. These factors are significant, as they require OSD to ensure that all students are ready to learn. In order to do this effectively, we must address the physical, mental, and social-emotional needs of our students and families. Consequently, the district has resources in place including but not limited to a community-based Wellness Collaborative; a robust afterschool program, a multi-faceted parent engagement program, extensive wrap-around services to address the needs of the whole child and additional school level support to provide improved services to families and staff. These wrap around services are a corner stone of our district and we believe providing children with best educational opportunities demands attention to the whole child. Additionally, every school site is staffed with at least one full-time school counselor, an Outreach Consultant who acts as a school-community liaison, in addition to many other support services.

Given the demographics of the Oxnard School District, it is imperative that district teachers, staff and administrators be committed to providing programs that support the challenges that greatly impact the community such as the effects of poverty and related trauma. 88.5% of the students are categorized as Socioeconomically disadvantaged, 46.3 % English Learners, 14% of students receive Special Education Services, approximately 4% of students classified as homeless and .4% as Foster Youth. Oxnard SD prides itself in creating an asset-based approach that values the many different characteristics our students bring. Of the 21 schools in Oxnard, 10 of them are dedicated to creating school wide biliteracy programs. As a city, it is evident that language is an important and integral part of the fabric of Oxnard, consequently, the district has dedicated many resources to building comprehensive evidence based biliteracy program that focus on developing student who are bilinguals, biliterate with multi-cultural understanding and respect for diversity around us.

In order to ensure that students are ready to learn, the district provides 1:1 iPads for all students, schools have been rebuilt and remodeled to provide 21st Century learning environments. The district has a robust afterschool program to support students and families by extending and enriching learning opportunities. Over the last 5 years, the district has worked to develop strong family and community engagement. In doing so, the district has focused on building and supporting parent leaders as partners in education. Because of this focus, the district was selected to be part of the Professional Learning Network on Family and Community Engagement with the California Department of Education. The district values the collaborative relationship established between staff and the community. Parents/Family support and engagement are at the forefront of district goals. As a district, we believe that the education of our students is a collaborative effort and therefore we work to strengthen relationships regularly by empowering parents to be change agents and partners in education

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

There are several areas of success of which we are very proud that are represented in the 2019 California Dashboard. During that year, Oxnard School District experienced growth in all academic areas on the California Dashboard and in 19 of its 20 schools. In the area of Language Arts, the district grew by 11.9 points as measured in distance from met. In Mathematics the district increased by 8.8 points. Though the district has not yet reached the level green or blue overall on the California dashboard, it is moving in the right direction. In Language Arts, on the equity report, OSD no longer has any student groups in the red level. This is improvement when compared to the previous year, where the district had 4 student groups in level red. In the area of Mathematics, on the equity report, students identified as homeless continue to be in the red level, nevertheless, this is growth when compared to the 2018 Dashboard where 7 student groups were in the red. Though we acknowledge the level of work that remains to be done, we believe that the structures, professional learning, and systems that have been established are based on strong foundations and evidence-based practices.

The district has established a system of professional learning that over time, we are confident, will continue to yield positive results. These professional learning systems include a multi-year plan and partnership with the Teaching for Biliteracy Institute that includes multi-layer approach to professional development. This approach includes leadership development, reinforcement of strong pedagogical practices and intensive teacher professional learning. This learning is focused on standards, assessments, implementation, and monitoring. In addition, this professional development plan, has been created to ensure all teachers entering the district receive the same high quality professional training. This coming year the district aims to replicate this approach with English instruction schools.

The work in biliteracy earned the district a place in the new publication by the California Department of Education - Improving Education for Multi-lingual and English Learner students: Oxnard School District's District-Level Planning and Investment in Building and Sustaining Dual Language Education- Principle Three of the Ca EL Roadmap. The alignment of district practices to the English Learner Roadmap has proved helpful in ensuring high quality inclusive opportunities. The majority of our biliteracy programs are in school with high linguistic need and with high poverty. The district has eliminated all barriers to entry into the program to ensure all students have access regardless of native language. On local assessments, benchmark data follows the trends of the Thomas and Collier study. Students in biliteracy programs are surpassing their peers in monolingual English programs in 4th grade. The district will continue to monitor data closely and adjust as necessary to ensure all students are achieving.

Another area of success is the growth of our African American Students. In 2018, this student group was in the red level in English Language Arts, and in 2019, students moved to Yellow and grew 30.7 points from distance from met. In Mathematics, this student group also moved from red to yellow with an increase of 22.9 points in distance from met. Though there is still much work to be done, the district will continue to support and monitor the achievement of African American students. The district has convened its first African American Parent Advisory Group. The focus of this group is to establish a partnership, that allow for district staff and community members to establish the necessary connections and bridges to further the academic and social emotional growth of our African American students.

The information from the California Dashboard is consistent with the local benchmark assessment ; Renaissance STAR. Due to COVID-19, end of the year data for the 2019-2020 school year was inconsistent. Our current data on STAR in both Language Arts and Math, shows the



strength of our program is Spanish Language Arts. STAR data shows that 55.1% of students are at grade level. Nevertheless, this is still 7.2% lower than the previous winter before school closures.

Based on the LEA Local Indicator Self reflection process Parent Engagement is an area of strength. Over the last several years, building relationships with parents has been a priority for the Oxnard School District. The Oxnard School district has had tremendous success building collaborative relationships with parents, particularly parents of English Learners. In addition to regular participation in committees and councils, the district has also spend a great deal of effort in providing parents with training such as Project 2Inspire. This opportunity has empowered parents and create strong leaders who now work collaboratively with district and school staff. This has also created a great space for open and honest communication between families and the school district. The district employs a District Community Liaison to work with families of students most at risk. This person is housed in the enrollment center and ensures that our students identified as homeless or foster youth receive additional supports and services. Every school has an outreach consultant whose position is to work with parents in support of any school or community service that is needed. Additionally, the district also has a parent liaison who acts as the direct link between district and parents to help build positive relationships and positive leaders.

Each of the local indicator self-reflections tools were administered and narratives are complete. The 2021 Dashboard will indicate 'met', in the fall. The Oxnard School District continues efforts to meet the criteria for each of the local indicators

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Despite the growth previously identified on the 2019 Dashboard, as a district we acknowledge that there is much work to be done across the district for all student groups. Benchmark data demonstrates the impact that COVID-19 and school closures have had on our students. Based on Renaissance STAR data, students' achievement levels have declined because of the school closures. On the STAR reading proficiency assessments 25.8% of students are meeting grade level standards. This number is 2.5% lower than in the Winter of 2019-2020 school year. In Mathematics, on Renaissance STAR, 20.8% of students are currently achieving at grade level, this is 6.5% lower than in the Winter of 2019-2020 school year.

Though all student groups have tremendous needs there are some groups that require more detailed attention. The first of these group are students receiving special education services. This will be addressed this by providing training for all staff on Universal Design for Learning. Training on UDL will begin during the Summer for district and site leadership and will be rolled out to other staff during the 2021-2022 school year.

The next focus area is Mathematics, across the district mathematics is our academic area of greatest need. Though we had started to see results with most student groups prior to the school closures, on our most current local assessment data we see an overall decline of 7.2%. Knowing that prior to the pandemic, students experiencing homelessness were still in the red level on the California dashboard and the students identified as EL, foster youth, two or more races were still in the orange level, we believe this is still an area of greatest need.

Given that these groups make up more than half of our overall student population this is a main goal for our district. In order to address this, the district is investing in high quality professional learning for all teachers. OSD is working with Jo Boaler and Cathy Williams of Stanford to facilitate the tenets of Growth Mindset Mathematics and the pedagogical changes required for visual and conceptual math instruction, all based upon current research on how the brain learns math. Additional Professional Learning involves OSD teachers practicing this newly founded learning with their students, followed up with the teachers' collaboratively debriefing their experiences. Currently, we have teachers in various stages of understanding and implementation of facilitating Growth Mindset Mathematics. Those who have made the pedagogical shifts in math instruction are now emerging and have already become vital in the distributed leadership needed to shift math instruction in OSD. Until now, the requirement for attending Math Professional Learning opportunities has been voluntary. In the coming year, all teachers will be required active participants in learning and implementing the pedagogical changes for growth mindset mathematics. Aligned to this work, students in these student groups are prioritized to participate in Summer School Program that will be using the abovementioned pedagogy and training. Through this summer school opportunity, Students will receive an additional 4 weeks of in-person math camp.

Our next area of identified need is in Language Arts for students in homeless and SWD student groups. On the 2019 Dashboard, these student groups remained in the Orange level. This year the district hired intervention support teachers that were training on an evidenced based literacy program, Leveled Literacy Intervention (LLI). Students in the above-mentioned groups were prioritized for receiving services.

Chronic absenteeism and suspension rates remain on the orange level district wide on the California Dashboard. On the 2019- 2020 Dashboard, the district increased by 0.7% in Chronic Absenteeism and maintained suspension at 3.2%. In order to address these indicators, the district is in the process of implementing Panorama as a tool to measure student engagement and conditions and climate. During the 2019-2020 school year, Panorama began to be implemented school wide, the process began by training school counselors and outreach specialist. During closure OSD staff continued the use of the Panorama surveys but were unable to train teachers on the instructional tools available. OSD will reinstate the implementation of the Panorama tools during the Spring of 2021 and into the 2021-2022 school year. Additionally, the district is developing its MTSS structure for both academic as well as social emotional to ensure that student needs are addressed on both sides at the Tier 1 level.

While each of the local indicator self-reflections tools were implemented with stakeholders and the 2021 Dashboard will indicate 'met', in the fall, we have also identified an area of need is our outreach to our African American families. In order to address this identified need, the district has establishing an African American Parent Advisory Committee and has hired an Administrator of Equity, Family and Community Enragement to ensure continued focus of families and communities of traditionally underserved student groups.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Oxnard School District has a district Strategic Plan focused on the development of a student profile that articulates what the district wants to see in students as they promote to high school. The profile calls for students to

- Be able to create, communicate, collaborate, design, apply new knowledge in real life and different contexts.

- Be confident, solution oriented as evidenced by growth mindset.
- Be provided with learning opportunities to become readers, writers, and mathematical thinkers.
- Be digitally, artistically and linguistically prepared to lead.
- Be prepared for high school, college and career.
- Become self-advocates and select opportunities to prepare them for the future.

This profile guides the development of the LCAP. There are 3 areas that are highlights that OSD believes will move towards accomplishing this vision.

1. The District commitment to building human capital. Body of research supports that greatest student achievement is directly connected to the teachers in the classroom and the adults who interact with students. This LCAP represents the commitment to invest in developing strong educators, leaders, and families through professional development opportunities and parent engagement opportunities. Providing these experiences will ensure that as the Oxnard School District community all stakeholders are working towards the same goal.

2. Equity and access for all students, coupled with the mindset that the ethnic and linguistic diversity in Oxnard are an asset to be celebrated, encouraged and reenforced is another highlight of this LCAP. This is accomplished in this LCAP by expanding learning opportunities, providing differentiation in instruction, and focusing on the needs of all community members, including African American, Mixteco, and students with special needs. In addition, the expansion of the biliteracy program provides access to many families and students. Aside from the academic component, the social and emotional well-being of students and families is a highlight of this LCAP. This is evidenced by the investment in counselors, Outreach Consultants, Health Aids and LVNs. The District is committed in ensuring students and family's needs are met, this is also evidenced by investment in child nutrition, transportation, translation services and many other actions.

3. The third highlight of this LCAP is the Tiered approach to meeting student academic needs. Starting with a focus on first instruction, both in English instruction programs, as well as in the biliteracy programs across content areas. Followed by evidenced based Tier II interventions in both literacy and mathematics. Tier III, provides students more individualized opportunities in learning through tutoring opportunities and interventions before and after school. In addition, the continued development of programs, systems and supports within the Special Education department ensure that students most in need are identified early and are provided high quality educational programs. Oxnard School District's current enrollment shows that 91% of students are part of the unduplicated student group and the actions in the LCAP will improve student outcomes and enhance the development of the student profile.

## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

**Support for Identified Schools**

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

**Monitoring and Evaluating Effectiveness**

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

# Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

The Oxnard School District believes that educating our children is a shared responsibility, therefore stakeholder input and engagement is critical to the LCAP development process. LCAP committee for the 2021-2022 consist of 38 participants: School Board President, 12 District administrators representing all district departments, 3 middle school administrators, 3 K-5 Administrators, 5 members of the Oxnard Educators Association, 4 members of the Oxnard Supportive Services Organization, 5 members of the California School Employees Association and 5 parents. To engage this committee 3 LCAP meetings were held; February 26, April 15, and May 13, 2021. The purpose of the meetings was to share the LCAP process with stakeholders, followed by sharing the LCP and gathering input from parents on all the actions and services in the LCP and areas that need to be addressed. The following meeting focused on introducing the Board and Superintendent goals, establishing some metrics, sharing current data, and providing opportunity for stakeholders to recommend actions and services for the new LCAP.

In addition, An LCAP Panorama survey was created for both community and staff in both English and Spanish. The surveys were posted on district website, emailed to staff and families, and sent through Blackboard connect. Student voice an input was gathered through regularly scheduled meetings with the Superintendent Fellows. This group is comprised of a student representative from every school site,. They meet regularly with the Superintendent to provide input on their experience at the school site, to make recommendations on what students need to be more successful, and to provide feedback on district programs.

The LCAP process and draft was also shared with different parent and community groups, including DELAC , the Parent Advisory Committee As a result of feedback on communication, the Education Services Department hosts a weekly Coffee Chat, a virtual space where staff members can join to ask questions, share concerns and provide input on any topic related to schools. These Coffee Chats are well attended and a great source of two way information.

The Public Hearing for the LCAP was held on June 2, 2021, during this time, the Superintend will provide written responses to all of the received comments as well as to the necessary committees. The LCAP will be taken to the School Board for approval on June 23, 2021.

A summary of the feedback provided by specific stakeholder groups.

As a result of the outreach to the different stakeholders, there were several trends that surfaced aligned to LCFF State Priorities, Student Outcomes, Engagement and Conditions of Learning. The first trend was the need to provide students with additional resources to address the impact of COVID 19 on the learning process. The main ways to address this need is to provide students more time to engage in the learning process. Some of the suggestions were summer school, additional before or after school opportunities, and opportunities to work with intervention teachers. The second area that was a trend among all of the different stakeholders was communication and the need to improve the frequency and the way he district communicates with all stakeholders. These suggestions included the use of a webmaster to

improve the district website and regularly scheduled messages to families and staff to keep them informed and updated on any district decisions. The third significant area that was discussed, mostly by staff, was the need to invest in more teacher training on evidence based practices to support the literacy gaps that students will likely have as a result of school closures. There was a theme around all teachers needing to become more literacy focused regardless of content area. Another area of professional development that was identified was around meeting the social emotional needs of students.

#### A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Stakeholder input greatly influenced many sections of this LCAP. The focus of the 2021-2022 LCAP is addressing the learning needs of all students, while ensuring that students are safe and they have their social and emotional needs met. This focus was evident in all stakeholder meetings and many of the recommendations have been included in this LCAP. Some of these include, literacy instruction for all teachers, the need for additional time for teachers to have professional development on how to address the learning loss triggered by school closures and COVID-19. In addition, the need for Intervention teachers was also a theme across all different stakeholders. Another significant area influenced by stakeholders was the desire to have expanded learning opportunities through the summer. Consequently, the district is planning an extensive summer school program for 4 weeks to serve approximately 1500 students in grades K-8. This program will focus on addressing learning gaps, while also providing students with enrichment opportunities.

Stakeholder input was prioritized by how much direct contact and impact the action or services recommended had on students, particularly students with greatest needs and who have been most significantly impacted by Covid-19. This includes students experiencing homelessness and foster youth.

# Goals and Actions

## Goal

Goal #	Description
1	This Broad Goal Addresses Student Outcomes, Engagement and the Conditions of Learning.. Oxnard School District will ensure all students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.

An explanation of why the LEA has developed this goal.

This goal was developed because student data show that Oxnard School District needs to increase academic achievement of all students, including unduplicated students and student groups with a performance gap. The metrics were chosen for this goal because these metrics provide both statewide and local assessment metrics that are able to be disaggregated by student group to ensure that all student groups are being addressed and held to high standards. The 2121 Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Basic Services, State Priority 1, Implementation of Standards, State Priority 2, Access to Broad Course of Study, State Priority 7. All of these metrics will allow the district to measure and monitor year to year growth of all students and students with performance gaps. The actions and metrics were selected because the district feels strongly that though evidenced based first instruction teachers will provide students the rigorous instruction necessary for students to be successful. Additionally, OSD is committed to ensuring this success by providing students research based biliteracy instruction. OSD believes the instructional practices are fundamentally important for students continue to improve academically and prepared for college and career.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 1 Basic Services Access to Standard Aligned Materials	100% Fall 2020 (per Williams )				100%
Priority 1 Fully Credentialed Teachers	100% Fall 2020 (Census Day)				100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 2 Implementation of State Standards Local Indicator	3/5 as of 2020				5/5
Priority 4 SBAC Language Arts	<p>Language Arts 29.73% Met or Exceeded -All 5.43% Met or Exceeded - EL 26.29% Met or Exceeded - SED</p> <p>Mathematics 17.24% Met or Exceeded -All 4.02% Met or Exceeded - EL 14.98% Met or Exceeded - SED</p>				<p>Language Arts 45% Met or Exceeded -All 20% Met or Exceeded - EL 41% Met or Exceeded - SED</p> <p>Mathematics 23% Met or Exceeded -All 19% Met or Exceeded - EL 30% Met or Exceeded - SED</p>
Priority 4 Pupil Achievement California Dashboard Language Arts	<p>50.6 Average Distance from Met All Students 2019</p> <p>66.6 Average Distance from Met EL</p>				<p>11 Average Distance from Met All Students 2019</p> <p>27 Average Distance from Met EL</p> <p>18 Average Distance from Met SED</p>



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>57.9 Average Distance from Met SED</p> <p>59.1 Average Distance from Met Foster Youth</p>				20 Average Distance from Met Foster Youth
Priority 4 Pupil Achievement Smarter Balanced Math	<p>87.2 Average Distance from Met All Students 2019</p> <p>97.9 Average Distance from Met EL</p> <p>93.8 Average Distance from Met SED</p> <p>119.3 Average Distance from Met Foster Youth</p>				<p>48 Average Distance from Met All Students 2019</p> <p>58 Average Distance from Met EL</p> <p>54 Average Distance from Met SED</p> <p>80 Average Distance from Met Foster Youth</p>
Priority 4 California Science Test	<p>Science 2019</p> <p>29.93 % Met or Exceeded -All</p> <p>2.90 % Met or Exceeded - EL</p>				<p>Average Distance from Met All Students 2019</p> <p>Average Distance from Met EL</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	18.75 % Met or Exceeded - SED				Average Distance from Met SED  Average Distance from Met Foster Youth
Priority 4 CAA Language	English Language Arts 2019 15.91% Met or Exceeded  Mathematics 9.9% Met or Exceeded				
Priority 4 STAR 360 - Early Literacy	33.2% Met or Exceeded				63% Met or Exceeded
Priority 4 STAR 360 - Literacy	27.2% Met or Exceeded				57% Met or Exceeded
Priority 4 STAR 360 - Spanish Early Literacy	53.9% Met or Exceeded				75% Met or Exceeded
Priority 4 STAR 360 - Spanish Literacy	49.2% Met or Exceeded				75% Met or Exceeded
Priority 4 STAR 360 - Mathematics	16.3% Met or Exceeded				50% Met or Exceeded
	30% of students				70% of Students in DLI programs

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 4 Pathway towards Seal of Biliteracy					
Priority 4 English Learner Indicator	50.4% making progress towards English language proficiency				
Priority 7 Access and Enrollment in a broad course of study Master Schedules					
Priority 8 Pupil Outcomes Physical fitness Test	<p>Grade 5 58.5% Aerobic Capacity 49.2% Body Composition 46.3% Abdominal Strength 81.1% Trunk Extension Strength 50.9% Upper Body Strength Flexibility</p> <p>Grade 7 55.7% Aerobic Capacity 46.9% Body Composition 59.5% Abdominal Strength</p>				<p>Aerobic Capacity Body Composition Abdominal Strength Trunk Extension Strength Upper Body Strength Flexibility</p> <p>Aerobic Capacity Body Composition Abdominal Strength Trunk Extension Strength Upper Body Strength Flexibility</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	79.7% Trunk Extension Strength 43.4% Upper Body Strength 79.5% Flexibility				

## Actions

Action #	Title	Description	Total Funds	Contributing
1	3 professional learning days	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Given this percentage creating a program that addresses interventions alone will not suffice. The Oxnard School District strongly believes that best first instruction will have the greatest impact on improving the outcomes for these students. In order to do this; the district will be providing staff 3 additional professional development days to staff before the start of the school year. These days will focus on:</p> <ul style="list-style-type: none"> <li>• Social and Emotional programs and strategies</li> <li>• Mathematics and Balanced Literacy</li> <li>• Evidenced based instructional strategies</li> <li>• District programs and resources aligned to instruction</li> </ul> <p>These actions will increase services for unduplicated students by improving teaching and learning focused on rigorous grade level standards.</p> <p>Teacher Extra Time: Resources: Contracts:</p>	\$2,700,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2	Student Literacy Interventions	<p>Oxnard School District's unduplicated students are some of the lowest performing student groups on state and local assessments. In order to address these learning gaps the district will implement a comprehensive intervention program in Literacy.</p> <p>Literacy Intervention teachers will be provided for all K-8 and elementary schools in order to provide evidence based literacy intervention.</p> <p>Middle School's will receive Literacy Intervention Extra Period, Grades 6-8</p> <p>Intervention teachers will utilize Leveled Literacy Intervention (LLI) Program. This program will require training staff and purchasing the necessary material and resources to support a successful implementation . LLI is a research- based supplementary intervention system designed to help teachers design powerful daily small group instruction for the lower achieving students in the early grades.</p> <p>LLI Professional Learning will provide Literacy Intervention teacher training on LLI, specifically on the overview of the lesson framework, assessing and grouping students, teaching within the LLI lessons, using the prompting guide, understanding the demand of texts and documenting progress.</p> <p>In addition, this will include all interventions for students receieing Special Educaiton services outside of the core curriculum.</p>	\$2,716,800.00	Yes
3	Development in Literacy	<p>Oxnard School District's unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students.</p> <ul style="list-style-type: none"> <li>This action is designed to build the collective capacity to improve first instruction in literacy through continued funding of subject-expert leaders, teacher supports through collaboration , and professional development</li> </ul>	\$737,526.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> <li>• Implement 1st -8th Grade interim assessments.</li> <li>• Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards</li> <li>• The additional professional development increases the effectiveness of teaching state standards.</li> <li>• All professional development includes components designed to improve teaching of English language learners.</li> <li>• Professional Development focused on Balanced Literacy provided by consultants to help teacher leaders.</li> <li>• Teachers and site administrators will be provided the guidance and support to design and implement effective lessons that yield high-impact literacy instruction for all students.</li> <li>• Lexia Core 5 and Power Up Subscriptions 3 Year License Subscription will support students' literacy development in combination with first instruction.</li> </ul>		
4	Continue expansion and refinement of District Dual Language Programs	<p>English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. Dual Language Immersion Programs remove barriers while providing access to the core curriculum in the primary language.</p> <ul style="list-style-type: none"> <li>• An expansion of a well established English learner program</li> <li>• The program increases English literacy while maintaining the primary language</li> <li>• The expectation is that students are prepared to receive the pathway to the Seal of Biliteracy Award.</li> </ul> <p>Currently the Oxnard school District has 10 Dual Language schools, ranging in grades Kinder -8th grade. Nine of the programs follow the 50-50 model and one program follows an 80-20 model. The District has embarked on a redesign of the Dual language Programs by converting the programs to school wide programs rather than strands within the school. The district is currently entering the 4th year of redesign and anticipates full implementation by the year 2024-</p>	\$586,286.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>2025. In order to effectively carry out this vision, the district has developed a comprehensive staff development and support plan that includes district and site leaders, teachers, parents and support staff. These combined actions will increase access to the core curriculum and increase English Learner performance on state and local assessments</p>		
5	Development in Mathematics	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students.</p> <ul style="list-style-type: none"> <li>• This action is designed to build the collective capacity to improve mathematics instruction through continued funding of subject-expert staff leaders, teacher supports through collaboration, and professional development</li> <li>• Implement 1st -8th Grade interim assessments Supports the implementation of state standards in every classroom ensuring unduplicated students access to the core curriculum and grade level standards</li> <li>• The additional professional development increases the effectiveness of teaching state standards.</li> <li>• All professional development includes components designed to improve teaching of English language learners</li> <li>• Subject-expert staff leaders assist with professional learning, understanding new curriculum, and support teachers in the classroom adopted math curriculum and training on the implementation of ELD and state standards through the curriculum will effectively meet the needs of unduplicated students by providing access to the standards. Effective first teaching is essential to learning state standards and will improve student scores on state assessments</li> </ul> <p>In addition to first instruction, the district will provide students support with a Tier two math intervention program that will be targetd for students who are performing below grade level as part of the districts</p>	\$820,001.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Rtl process.		
6	Expansion of Learning Opportunities	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. Expanded Learning Opportunities for out of school time are an effective way to supplement students instructional program rather than supplant. This action will provide unduplicated students more time in school, with adults providing academic support.</p> <p>Additional space in the afterschool program to expand academic, enrichment and SEL support for students. Students who attend these programs have higher achievement, attendance and student engagement rates. This action will provide this opportunity to more students than are currently served. This funding will shorten the waiting list at each school site and add space in the program for Kindergarten.</p> <p>We have three zones in our district. Each zone has a different school start time. Zone 3 has the latest start time which creates a need for a before school program. This program will support the academic, enrichment and SEL needs of students before school. Students will have the opportunity to have breakfast an activity and a positive start to their day.</p>	\$650,000.00	Yes



Action #	Title	Description	Total Funds	Contributing
7	Student Technology Access and Annual Refresh	<p>Experience has shown that low income students do not have reliable access to technology; and to fully prepare students for college and career it is critical to include consistent use of technology in the classroom. In order to do this, the district must maintain a district level department to support the 1:1 device program implemented in all Pre-school-8th grade classrooms. The Technology Services Technicians provide educational technology support to students, staff, and families at all 21 school sites in support of the Districts 1:1 Device Program.</p> <p>This action includes replacing lost, damaged, and obsolete classroom and student technology. This includes the cost of student wifi hotspots and refreshing aging devices to support the Districts 1:1 device program as needed for student centered and project-based instruction to increase student achievement in Math and ELA.</p>	\$7,843,426.00	Yes
8	Further Develop Early Childhood Education	<p>Research has shown that starting school early assists English learners, foster youth, and students living in poverty to be more prepared to read by third grade. Currently the Oxnard School District has 8 pre-school general education programs to support the community.</p> <p>In order to maximize the effectiveness of these programs, the District Pre-school teachers utilize a pre-school curriculum and assessment that supports Early Childhood Standards.</p> <p>The Oxnard School District is committed to ensuring pre-school education is aligned to elementary education. To support this the District will provide opportunities of on-going collaboration between pre-school teachers and elementary teachers.</p> <p>To facilitate the transition for students, the District provides a summer learning program called Ready, Set, Go! Pre-school kinder transition/ readiness. This is a 4-week opportunity for in-coming Kindergarteners targeting students without prior preschool/TK experience. Focusing on Language Arts, Mathematics, and STEAM. Pairing Kindergarten and Preschool Teachers to facilitate summer sessions. Includes salaries, benefits, instructional materials and supplies.</p>	\$1,114,057.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Articulation between TK and K teachers provides an opportunity to share grade level goals and expectations in order to effectively design and deliver lessons appropriate to the academic needs of their students.</p> <p>In order to effectively deliver instruction, all Kinder and TK classes will be provided with a paraprofessional to support differentiation of instruction to meet the needs of diverse learners.</p> <p>Combined actions will increase access to research-based curriculum for unduplicated students. The professional development structure above will better prepare staff to meet the needs of unduplicated students. In combination, these efforts will lead to increased student performance on state and local assessments and early redesignation of English learners.</p>		
9	Implementation of State Standards	<p>The District's professional learning is anchored in the California English Language Arts (ELA)/English Language Development (ELD) and Mathematics Frameworks and targets the implementation of integrated and designated ELD instruction.</p> <p>Oxnard School District's low income and English learner student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of English learners and low-income students.</p> <p>To support the goals and objectives of the District, There is a need to have Central Office Staff in the Educational Services Department . This includes:</p> <p>Department of Curriculum, Instruction, Assessment and Accountability  Manager Mathematics &amp; Physical Education  Science Instructional Specialist  2 Instructional Technology Teachers on Special Assignment</p>	\$1,711,562.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>2 English Learner Teachers on Special Assignment 1 Consulting Teacher</p> <p>The overarching goal of the consulting teacher is to provide support for teachers and to help them develop their capacity, as defined by the California Standards of the Teaching Profession. The consulting teacher will support and assist teachers with improving instructional performance.</p> <p>Teachers on Special Assignment will develop their knowledge on best instructional practices (Planning/Balanced Literacy) Teacher Collaboration and planning for Middle School teachers 50,000</p> <p>Implementation of state standards includes teaching and learning around Human Growth and Development and Physical Education</p>		
10	Data Management Systems to Support Implementation of District standards	<p>Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. This action allows for the continuous monitoring of student achievement to inform instructional practices:</p> <ul style="list-style-type: none"> <li>• The district will continue to use Ellevation for reclassifications, monitoring and tracking interventions for English language learners, and training for teachers and administrators.</li> <li>• The district will purchase and maintain a student data management system (such as Illuminate) to manage assessment data to create disaggregated reports in order to accurately monitor student progress in inform instructional actions, including intervention and enrichment.</li> <li>• Provide professional development to district and site administrators and teachers on use of SDMS.</li> </ul>	\$346,078.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Doc-Tracking Document Template System, Maintain templates for required documents (including translation) such as: LCAP, SPSA, CSSP, SARC.		
11	Expansion of District GATE program and Specialized Programs	<p>Historically, unduplicated students have been underrepresented in these accelerated programs. The following services are principally directed toward unduplicated students and provide support to be successful in the programs.</p> <ul style="list-style-type: none"> <li>• Universal screening at the end of Second grade for all students</li> <li>• Professional learning focused on strategies for accelerated learners</li> <li>• Summer professional learning</li> <li>• Summer professional institute for AP for teachers</li> </ul> <p>Additionally for unduplicated students it is important to provide access to classes that prepare them for college opportunities. The District will accomplish this by supporting AVID classes at all middle schools and AVID Excel for English Learners.</p> <p>These programs will be supported and overseen by the Director Enrichment and Specialized Programs.</p> <p>As a result of this action, more low income, English learners and foster youth will attend a four year college or university As a result of the services listed above more unduplicated students will be successfully involved in these accelerated programs</p>	\$749,923.00	Yes
12	Expanded Summer Learning	Oxnard School District's unduplicated population are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards meeting the needs of unduplicated students. Unduplicated students benefit from additional	\$1,500,305.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>time school with a variety of learning opportunities. OSD is planning a robust Summer School program. The Summer Writing, Science and Math Camp is a full day program and is offered to students in Grades K-8. The program is run with the support and planning of credentialed teachers to run an enrichment based academic program in the morning with the afternoons operated in partnership with our Afterschool program. The program will operate for one month of the summer. Transportation will be provided district wide to ensure access for all students.</p> <p>These actions will increase access to the core curriculum and provide specific interventions identified for each low income and English learner student. These efforts will lead to increased student performance on state and local assessments</p>		
13	Special Education	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. Special Education Department serves grades Pre-School through 8th many who are part of the unduplicated student group.</p> <ul style="list-style-type: none"> <li>• Academic Services</li> <li>• Social and Emotional Services</li> <li>• Mental Health Services</li> <li>• Alignment with General Education</li> <li>• Specialized Curriculum</li> <li>• Programs to serve students across the special education continuum</li> </ul>	\$9,047,077.00	Yes

Action #	Title	Description	Total Funds	Contributing
14	Equity and Access	<p>Oxnard School District’s unduplicated student population is one of the lowest performing student groups on state and local assessments and require intervention courses which can impact their access to a broad course of study.</p> <p>All Middle Schools provide a broad course of study for students by ensuring that all unduplicated students have access to electives, core classes and intervention by adding an intervention period at the end of the day.</p> <p>Each comprehensive middle school will have 3 additional periods per grade level in order to provide intervention support for students. The teachers teaching these periods will work closely with each English language arts and math professional learning community using the cycle of continuous improvement to address the needs of each student and provide any additional academic support a student may need to achieve mastery.</p> <p>Additional supports include:</p> <ul style="list-style-type: none"> <li>• Schools offer students a variety of electives including, but not limited to music teachers, art elective teachers.</li> <li>• Professional Development on Universal Design for Learning will be provided to staff to ensure students have access to grade level rigorous standards.</li> <li>• Coaching for Equity Professional Learning for TOSAs. In line with the district’s mission and vision, all teachers on special assignments will develop their knowledge of equitable practices and how to transfer such knowledge to their day to day practice.</li> <li>• District-wide Equity and Family and Community Engagement Task Force composed by representatives from all schools that will center around issues of equity, social justice, culturally responsive teaching and culturally responsive family and community engagement practices.</li> </ul> <p>The Manager of Equity, Family and Community Engagement supports district wide work related to fostering equitable learning environments and opportunities for all students, especially students of color; designs and manages programs to engage families at both the school and district levels as partners for the purpose of supporting the academic and social-emotional wellbeing of all students; promotes school and</p>	\$268,273.00	Yes

Action #	Title	Description	Total Funds	Contributing
		district programs within the community; develops partnerships with local organizations; facilitates open forums for a variety of stakeholders.		
15	Recruitment, Selection and Retention of Human Capital	<p>The Oxnard School District believes that it will accomplish the district mission “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities” by</p> <ul style="list-style-type: none"> <li>• Recruiting and retaining exceptional people</li> <li>• Establishing strategic Work: Recruitment, Selection, Retention and Operations</li> <li>• Maintaining labor relations with three associations.</li> </ul>	\$1,282,163.00	Yes
16	Instructional Resources and Supports	<p>Oxnard School District’s unduplicated student populations are some of the lowest performing student groups on state and local assessments. These funds will be principally directed towards and effective in meeting the needs of unduplicated students. These student groups Provide district adopted and supplemental textbooks/instructional materials to support instruction.</p> <p>District-wide Assessments and Reading Programs (Renaissance: Star/AR/MyON). Use the Renaissance Star 360 Program district wide as an assessment tool to identify students for intervention placement and leveled instruction. An important function of the program will be its use as a local assessment tool to meet reclassification metrics for English Learners in Reading and Mathematics. Administration occurs at least 3 times a year. Use of the Accelerated Reader Program will support reading comprehension and fluency. Use of the MyON program will support reading comprehension through access on 1:1 devices at home, with or without internet access. Professional development to support Star/AR/MyON.</p> <p>TK- K Para educators</p>	\$1,104,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Tutorific Provide tutoring for students that struggle with educational continuity and academic growth due to the impermanence of their housing. Tutoring will improve English Language skills, including reading, phonics, vocabulary, conversational English, and Math. 269,120</p>		
17	Support of School Libraries	<p>Many unduplicated students have limited access to reading material and technology. This action is principally directed towards and effective in meeting the needs of unduplicated students. School libraries have the ability to bridge the gap between privileged and at-risk students by providing equal access and resources for learning.</p> <ul style="list-style-type: none"> <li>• Library Technicians at elementary schools will be maintained.</li> <li>• Access to diverse titles for students including titles in multiple languages.</li> <li>• Access to technology through the library will continue to be provided for students who may not have access to technology at home</li> <li>• Provide E-books and E-readers that allow students to listen to books will support readers for whom English is not the primary language spoken at home</li> </ul> <p>The actions above will put more high interest, curriculum aligned books and technology in the hands of unduplicated students. As a result, unduplicated students will have the resources to improve scores on state and local assessments.</p>	\$956,685.00	Yes



Action #	Title	Description	Total Funds	Contributing
18	Implementation of State and Local Assessments	<p>Implementation and support of required State testing district-wide for CAASPP, PFT and ELPAC. Initial ELPAC occurs in the fall. CAASPP, PFT and ELPAC Summative occurs in the spring. The Testing Coordinator helps manage all district and state required assessments, provides technical support to staff.</p> <p>CA Spanish Assessment (CSA) Focus Group, Bring 3-8th grade DLI teachers to discuss the best approach to implement the CA Spanish Assessment for students enrolled in the district's biliteracy program. Students in 8th grade who have participated in the district's DLI program will have the option of registering for the AP Spanish Language Exam. AP Spanish and Language Examination, \$13,000.00</p>	\$666,640.00	Yes
19	Professional Learning to prepare staff for implementation of state standards	<p>Coordinate with all Oxnard School District departments and Schools to ensure that trainings and job-embedded learning opportunities are provided for teachers, administrators, and classified staff. These training will support the district's strategic plan and further develop the student and staff profile.</p> <p>These trainings will include District Administrators, teachers and staff the opportunity to attend the yearly CABE and other conferences conference which focuses on the most current research and best practices to meet the needs of second language learners. Best practices will be shared with teachers and administrators through meetings, collaboration opportunities, model lessons, and support with lesson design and delivery.</p>	\$169,350.00	Yes
20	Developing Human Capital		\$220,369.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>New Teacher Orientation provides necessary information and resources to teachers who are new to the district to support them in instruction and as employees. Specialized training is provided to Special Education teachers. The Orientation is coordinated between Educational Services and Human Resources and is provided before the start of the school year.</p> <p>Curriculum Council ensures that communication is two-way with staff, this forum allows for teachers to receive the information they need on a regular basis</p> <p>Training for Substitute Teachers</p> <p>Training for Classified Staff</p>		
<b>21</b>	Maintain District Learning Management System	<p>Canvas</p> <p>Canvas is a classroom software program for all students in grades PK-8, families and staff that is used to organize and present online learning material, assess and supports student learning and have students engage in courses where they can receive feedback about skill development and learning achievement. Canvas provides avenues to support UDL and collaboration of students and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students.</p>	\$255,000.00	Yes
<b>22</b>	English Language Development Support	<p>English Learners have greater challenges in accessing the core curriculum and perform lower on state and local assessments. IN order to support their academic growth the following are necessary:</p>	\$434,923.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> <li>• Implementation of English Learner curriculum and resources</li> <li>• Newcomer Academies, to maintain Newcomer teachers and paraeducators, provide professional development and teacher collaboration related to the program and to purchase support materials and/or technology as well as other resources to support student acquisition and development of English and math skills.</li> <li>• Interventions opportunities</li> </ul> <p>These combined actions will increase access to the core curriculum, provide specific interventions, and increase English Learner performance on state and local assessments.</p>		
<b>23</b>	Additional Teachers Above Base Staffing	The unduplicated student population are some of the lowest performing student groups on state and local assessments and require more in classroom support as well as more time with intervention and support staff.	\$4,000,000.00	Yes
<b>24</b>	School Site Allocations to be Prioritized by School Site Council	<p>The unduplicated student population is often some of the lowest performing groups in the data reflected in the California Dashboard, required LCAP metrics and, local LEA metrics.</p> <ul style="list-style-type: none"> <li>• Each school site receives an allocation based on the school's enrollment of low income, English learner, and foster youth</li> <li>• Each school is required to evaluate LCAP data points as related to low income, English learner and foster youth student populations, to assure plans focus on addressing the needs of unduplicated students</li> <li>• Site personnel work with School Site Councils to inform stakeholders of goals and targets, and incorporate data and</li> </ul>	\$5,083,086.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>leadership feedback to appropriately revise plans, with the focus on LCAP goals and expected outcomes for unduplicated students</p> <ul style="list-style-type: none"> <li>• Each School Site Plan (Single Plan for Student Achievement-SPSA) specifies how LCFF funding addresses identified needs and meets LCAP district and site goals for unduplicated students</li> <li>• Products and services provided specifically for unduplicated students through the site plans include: <ul style="list-style-type: none"> <li>o Supplemental materials and technology</li> <li>o Academic interventions and supports</li> <li>o Supplemental counseling and psychological services</li> <li>o Staff for attendance support</li> <li>o Parent involvement support</li> <li>o Bilingual office staff <ul style="list-style-type: none"> <li>• School site plans are evaluated by district leadership to assure each action within the plans were effective in promoting and meeting the LEA’s goals for its unduplicated students and reaching the LCAP site targets, which correlate with LCAP district targets for improvement</li> <li>• Developing a site-based plan for English learners is a specific requirement of the site planning process</li> <li>• The annual LCAP review and revision process corresponds with the site planning process and allows district leaders to review data with site leaders to verify how the actions at the sites are effective in meeting the goals and targets for unduplicated students as measured by the California Dashboard, required LCAP metrics and local LEA metrics. Each site has specific deficits as measured by this variety of metrics, Oxnard School District has designed this action to address this issue. The actions implemented by each school site will have a positive impact on the outcomes in the California Dashboard for the unduplicated students of Oxnard School District.</li> </ul> </li> </ul> </li> </ul>		

Action #	Title	Description	Total Funds	Contributing
25	Maintain 24:1 TK- 3rd Grade Average	With full implementation of the Local Control Funding Formula (LCFF), maintaining a 24 to 1 class size average is now a requirement by legislation. Class sizes in the district will continue to be maintained at a 24 to 1 ratio, and the investment will be reflected in the Base Instruction action within the LCAP.		Yes
26	Maintain Additional Services for Students at Risk of being Expelled	<p>Students at risk of being expelled need significant supports.</p> <ul style="list-style-type: none"> <li>• The three comprehensive middle schools will maintain Opportunity classes for grades 6-8.</li> <li>• Students in 6th – 8th grade with significant behavioral issues are provided in-depth academic and social-emotional support.</li> <li>• Cross disciplinary professionals work together to address chronic absenteeism</li> <li>• Maintain individual counseling program to reduce peer conflict and emotional outbursts</li> <li>• Anger management</li> <li>• Grief counseling</li> <li>• Close monitoring of grades and academic interventions</li> </ul> <p>As a result, low income students will improve attendance, decrease suspension rates and chronic absenteeism</p>	\$434,507.00	Yes
27	After School Tutoring	<p>Oxnard School District’s low income student populations are some of the lowest performing student groups on state and local assessments.</p> <ul style="list-style-type: none"> <li>• Provide extended learning opportunities through teacher and tutor supports principally directed to low income students in elementary and middle schools to increase academic achievement</li> <li>• After school tutoring programs impact student achievement, especially for at-risk students</li> </ul>	\$100,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> <li>In one study the benefits of an afterschool tutoring program included increased student achievement, a higher self-esteem, more participation in class, and an increase in homework completion (Baker, Reig, &amp; Clendaniel, 2006)</li> <li>This action will provide personalized learning identified for low income students. These efforts will lead to increased student performance on state and local assessments.</li> </ul>		
28	Instruction	<ul style="list-style-type: none"> <li>All costs associated with the delivery of instruction to students</li> <li>All Schools are provided baseline instruction which includes classroom teachers, as well as clerical, music, nursing, custodial, safety, counseling and administrative staff based on the type of school (elementary, and middle) enrollment, and the size of the campus</li> <li>All schools are provided allocations for instructional supplies and extra-curricular and co-curricular activities.</li> </ul>	\$103,564,007.00	Yes
29	Textbook Adoptions	Adopt and purchase new core textbooks in subject areas as the State Board of Education approved frameworks, assessments and instructional materials are made available. Consideration for English Learners, Special Education students and those in Dual Language Programs are part of the adoption process. Purchase any replacement materials.	\$1,982,100.00	Yes
30	Tier 3 and Special Education Interventions	<p>Specialized Interventions for students receiving special education services:</p> <ul style="list-style-type: none"> <li>Reading Intervention Supplemental Curriculum Reading Horizons</li> <li>ST math Intervention for Sped</li> </ul>	\$2,930,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> <li>• Teacher Leader trainings for implementation of professional development across subject</li> <li>• Placement for high need and at-risk identified student in special education</li> <li>• Unique – Moderate Secere Curriculum</li> <li>• Instructional and behavioral support</li> </ul>		
31	Supporting Cultural Proficiency and Focus on Equitable Practices	Cultural Proficiency Professional Learning Build teacher capacity in cultural proficiency and effective school-family engagement by providing professional development opportunities, such as webinars, workshops, literature review/book study, and/or summer P.D. This action is principally directed towards preparing staff to better meet the needs of unduplicated student groups.	\$55,692.00	Yes
32	Developing Educational Leaders	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. To address the needs of students, school leaders are responsible for establishing equitable practices in our schools to ensure high leverage instructional practices are being used. For a school leader to be successful in their role, they need to lead the way in driving teaching and learning outcomes. This involves setting expectations about the school's learning practices and ensuring the organization's values and behaviors focus on improving student success. School leaders require the professional development in the following areas:</p> <p>Developing instructional equity for student success  Data driven decision making  Creating school cultures through equity lens  Universal Design for Learning practices</p>	\$198,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Implementation of MTSS  This action is principally directed towards meeting the needs of unduplicated student groups.		

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

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Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**



# Goals and Actions

## Goal

Goal #	Description
2	This Broad Goal Addresses Engagement and the Conditions of Learning and Climate. The Oxnard School District will ensure all students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District is committed to addressing the needs of the whole child. Approximately 80% of the students enrolled are considered socio-economically disadvantage, many of these students are impacted by trauma and poverty. In order for our students to be prepared and able to learn, the district must ensure that students have the necessary resources to be successful. To better serve our students and community and to ensure that every student has equitable access district resources will be used to support the social emotional needs of students, the wrap around services necessary for both students and their families so that achievement opportunities can be addressed. Though this goal has always been important, the impact of COVID-19 has been life changing for many families and in particular for families living in poverty. More than ever there is an urgency to address the social emotional needs of all students and in particular students experiencing homelessness, foster youth, English Learners and students receiving special education services. The 2121 Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Student Engagement, State Priority 5, Conditions and Climate, State Priority 6.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 5 Panorama Survey - Students	Sense of Belonging Grades 3-5 67.6% Responded favorably Grades 6-8 57.58% Responded Favorably				Sense of Belonging Grades 3-5 Responded favorably Grades 6-8 Responded Favorably
Priority 5 Chronic Absenteeism California Dashboard	2019 Dashboard 7.7% All students 6.4 % English Learners 12.8% Foster Youth 19.7% Homeless				% All students % English Learners % Foster Youth % Homeless

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 5 Attendance rates	2019 Attendance rates 96.05%				Attendance rates 96.05%
Priority 6 Suspension Data	2019 Dashboard 3.2% All Students 2.2% English Learners 14% Foster Youth 4.3% Homeless				% All Students % English Learners % Foster Youth % Homeless
Priority 6 Expulsion Rates	2019 .02%				0%

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Child Nutrition	Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment, as well as having some of the lowest attendance rates. When students are in school it is important that they have all conditions necessary to help them learn. Knowing the importance of this OSD provides healthy breakfast, lunch, snack, and supper meals to students to enhance their ability to learn. Supplement the Child Nutrition programs with contributions from the General Fund as necessary. This action is principally directed towards meeting the needs of unduplicated student groups.	\$200,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2	Improve opportunities for student connectedness	<ul style="list-style-type: none"> <li>• Foster Youth Transportation. Provide transportation for students who are in foster placements so that they can remain at their home school.</li> <li>• Offer expanded opportunities for students to participate in club and sports programs after school at all K-8 schools. Provide a late bus for the K-8 and middle schools to support student access to additional teacher support, clubs, and sports.</li> </ul> <p>Cost of Transportation services is included in Goal 4.</p>	\$186,000.00	Yes
3	Student Attendance	<p>Some low income students, students experiencing homelessness and foster youth exhibit irregular attendance which affects academic performance. In order to assist with absenteeism outreach and truancy prevention with full-time Attendance Technicians at all schools.</p> <p>Thrive (SARB/ Truancy Reduction) County of Ventura. The County of Ventura provides support to the district SARB team on a monthly basis. An Assistant District Attorney meets with the SARB team to review truancy cases and provide support to families to reduce absences.</p>	\$1,496,072.00	Yes
4	Social and Emotional Supports	<p>Oxnard School District's low-income student populations are some of the lowest performing student groups on state and local assessment. Multi-tiered System of Support (MTSS) is a systemic, continuous- improvement framework in which data-based problem solving and decision making is practiced across all levels of the educational system for supporting students with the academic and social emotional interventions, designed to support their specific needs.</p> <p>Tier I: Universal interventions provided for all students.</p>	\$5,535,132.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Tier II: Targeted short-term interventions provided to some students in a small group setting.</p> <p>Tier III: Intensive longer-term interventions provided to a few students usually in an individual, one-on-one basis.</p> <p>MTSS leverages the principles of RTI and PBIS and further integrates a continuum of tiered system-wide resources, strategies, structures, and practices to offer a comprehensive and responsive framework for systemically addressing barriers to student learning. A well implemented MTSS structure will more accurately identify students in need of special education services by monitoring how well an individual student responds to interventions. If it is determined that a student does have a disability which presents a learning barrier, an IEP will more accurately reflect present levels and services necessary to meet student goals based on prior interventions.</p> <ul style="list-style-type: none"> <li>• 23 school Counselor positions to service school sites districtwide and provide site based behavioral analysis and support for students TK-8th grade.</li> <li>• Director of Pupil Services and support staff</li> <li>• Community Liaison to support students experiencing homeless and foster youth</li> </ul> <ul style="list-style-type: none"> <li>• 20 Outreach Specialist assigned to each school site</li> <li>• Therapeutic Counselor (outside contract) to provide Licensed Marriage and Family Therapist (LMFT) counseling services to support intensive student needs.</li> <li>• County of Ventura, HSA Social Workers. The district contracts with the County to provide a social worker at two school sites to support students and families. Social workers collaborate with administrators, counselors, ORCs, and Family Liaisons to support families at their home school and schools in the area.</li> </ul> <p>The implementation of these supports will be monitored using Panorama as well as other indicators including the California Dashboard.</p>		

Action #	Title	Description	Total Funds	Contributing
5	Health and Welfare of students	<p>Some low income students, students experiencing homelessness and foster youth lack resources and often miss school due to health and welfare factors. This action principally supports these groups of students and provides resources to address health and welfare needs.</p> <ul style="list-style-type: none"> <li>• Supplemental Health Care Technician/LVN services</li> <li>• Contracted staffing services to ensure that health offices are staffed at each school site.</li> <li>• Provide Health Assistants and/or Health Care Technicians (LVNs) at each school site with oversight from district nurses ensuring student safety and health across the district.</li> <li>• Palmer Drug and Alcohol Prevention. PDAP provides individual and group substance abuse counseling sessions for students based on requests from school staff. Sessions focus on awareness of personal strengths, importance of health choices, the dangers of drug and alcohol use and social skills for seeking positive peers.</li> <li>• Practi-Cal provides the district support with Medi-Cal billing. Employees providing direct services to students enter medical billing reports which are sent to Practi-Cal for review. Costs are recovered through this program.</li> <li>• Social Emotional Services Specialist (SESS) through VCOE contract. Social emotional service specialists provide support to students who require intensive counseling due to social-emotional/behavior issues. SESS providers work with students one-one at the school</li> <li>• Hearing Conservation screening services. Hearing Conservation provides comprehensive hearing screening for students who need more intensive hearing evaluation.</li> </ul>	\$2,312,593.00	Yes
6	Create a safe environment conducive to learning		\$2,754,559.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> <li>• Provide Campus Assistants to keep students safe at lunch and recess and provide for before and after school campus supervision.</li> <li>• School safety plans are updated annually in accordance with Ed Code. School teams work with stakeholders to identify resources and elements that are important to school safety and climate.</li> <li>• Annual Parent Rights Notification, Envision Consulting services. The Annual Parent Rights Notification is updated annually to reflect new district policy and Ed Code. Envision Consulting reviews the document to ensure that all updates to Ed Code are accurate.</li> <li>• Action Preparedness Training. School office staff and health care staff are provided CPR training annually. Training is voluntary.</li> </ul>		
7	Restorative Practices	<p>Oxnard School District has identified the need to reduce suspension and expulsions for unduplicated student groups. Professional development will be provided for staff Resources to support restorative practices across the district These opportunities will be provided using existing personnel and school time. Additionally, this will be monitored through the use of Panorama Survey.</p>		Yes
8	Professional learning and wellness for staff	<p>Oxnard School District's unduplicated student groups are among the lowest performing student groups on state and local assessments. These groups account for 91 percent of the students in the district. They are also groups with higher rates of absenteeism and lack school connectedness. Consequently, staff require continuous development using strategies and tools to address student needs. Professional Growth for OSSA members which include nurses, counselors, Speech pathologist, program specialist, behaviorist and</p>	\$75,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		psychologists. Included in these days are wellness days for OSSA members.		
9	Tier III and Specialized Support	<ul style="list-style-type: none"> <li>• Social emotional specialist through VCOE</li> <li>• Counselling services for IEPs</li> <li>• 1:1 behavioral aides</li> <li>• Special Education staff to assist with additional duties and assessments</li> </ul>	\$3,775,000.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

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# Goals and Actions

## Goal

Goal #	Description
3	This Broad Goal addresses State Priority three, Parent and Family Engagement. The Oxnard School District will continue to work to improve communication with parents, community and staff.

An explanation of why the LEA has developed this goal.

This goal was developed because the Oxnard School District believes that students will do better academically and socially when schools build positive relationships with families. Parent involvement is crucial, regardless of income or background, it is critical for the district to have a comprehensive and well-planned partnership between school and home. To do this, a comprehensive communication system must be implemented, this comprehensive communication includes two-way communication that flows between and among the school, the families and the community. This goal includes establishing a more effective way to disseminate information and gather feedback from all stakeholders. The Local Indicator Self-Reflection tools were administered to learn more about OSD efforts to address each area: Parent and Family Engagement, State Priority 3.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 3 Panorama Survey	Staff 228 Responses 70% responded favorably  Families 1398 Responses 85% Favorable Responses				Staff 750 Responses 85% Favorable Responses  Families 3500 Responses 90 % Favorable Responses
Priority 3 Reports from Blackboard (website and messaging system)					



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To build parent capacity, empowerment and advocacy that impacts student academic and social-emotional development through ongoing collaboration with different parent and Community Groups: District English Learner Advisory Committee, Parent Advisory Committee, Parent-Teacher Association, African American Steering Committee &amp; African American Parent Group, School Site Councils, Mixteco Steering Committee and Mixteco parent group.</p> <p>Actions listed above will lead to increased student performance on state and local assessments by educating, engaging and involving parents in the continued development of the district's strategic plan and the student profile.</p>	\$139,500.00	Yes
2	Ensure and enhance our communication with families through the use of a variety of platforms	<p>Maintain effective communication with parents via website, email, text, and phone calls. This action includes professional development for Principals, Assistant Principals and Office staff for updating the school website and utilizing ParentConnect to send email, text, phone calls, and digital newsletter to families.</p> <p>Blackboard and Blackboard Professional Development</p>	\$125,000.00	Yes
3	Revamp and maximize the	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and	\$150,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
	accessibility to the district's website as a conduit of information for all families and community members	also demonstrate some of the lowest rates of parental engagement. In order to improve engagement of these student groups, the district will contract or hire a person as a webmaster to support the update of the Oxnard School District Web page and School sites. This person will need to know the technical and content side of the information and will establish protocols to create consistency among all OSD pages and sites.		
4	Zoom	Purchase Zoom to improve communication, offer webinars, support instruction.	\$150,800.00	Yes
5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	Build systems of communication to provide information to students, families, staff and administration. Videos will highlight projects and information about the student profile within the district and will be shared with the community. The district webpage will be updated to include accurate information to relevant departments. Blackboard, Facebook and Twitter will be for messaging to families. Communication will be shared in English and Spanish with Mixteco and ASL translation when needed.	\$45,000.00	Yes
6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. The district is committed to ensuring access to information and engagement for all families. This requires the district to provide information in many different languages. <ul style="list-style-type: none"> <li>• Maintain two Mixteco Interpreters/translators to support native language interpretation and translation services</li> <li>• Contract for interpreting Services. This service is provided in order to ensure that all parents and community members have access to all of the district information necessary to fully engage as educational partners.</li> <li>• Translation Services for Parents. Provide equity and access to community by providing translation services. Translation</li> </ul>	\$526,229.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>services are provided by hiring district translators/interpreters. This includes 2 Mixteco interpreters, 5 Spanish translators</p> <ul style="list-style-type: none"> <li>• Parent Support Liaison. Maintain a Parent Support Liaison to increase family and community engagement at both school and district levels, establish effective communication between home and school, increase community support for schools and the district, and offer training opportunities for parents</li> </ul>		
7	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.	Upgrade and maintain District Office Board room and recording studio/equipment to facilitate various communication modalities of board meetings including Zoom webinars, live cable broadcast, internet live stream, re-broadcasts and archiving in both English and Spanish	\$260,000.00	No
8	District Enrollment Center	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. Providing access to information for unduplicated student groups is critical for future success. This action principally addresses these needs.</p> <p>The district Enrollment Center Manager plans, organizes, and directs the ongoing operations of the district's enrollment center including training and evaluating staff; analysis and reporting of enrollment; developing systems to support enrollment at all district school sites.</p>	\$605,798.00	Yes
9	Transition to High School- Parent workshops	<p>Oxnard School District's unduplicated student groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest rates of parental engagement. To assist parents in supporting their student's transition to high school the district provides student and parent workshops on Going to High School and Beyond. ORCs and Counselors will provide workshops to</p>	\$45,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		parents of students in Grades 5 and up to review what they need to think about before arriving to high school. This action would include preparing students and families with information and support around A-G opportunities and requirements in High School.		
10	Students Voice	<p>Superintendent Fellows</p> <p>A student representative from each school site who collaborates with the superintendent about the student experience in Oxnard School District. Students are a conduit between the superintendent and other students from their schools. This group provides an opportunity for the student voice and choice to be shared with district leadership.</p>	\$28,000.00	Yes
11	Special Education Parent Supports	<ul style="list-style-type: none"> <li>• Special Education Community Council. Monthly community council with selected committee</li> <li>• Parent Trainings for specific groups; Autism, ED, AAC.</li> </ul>	\$60,000.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

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# Goals and Actions

## Goal

Goal #	Description
4	Contributes to all Oxnard School District Goals

An explanation of why the LEA has developed this goal.

This broad goal was developed to support the districts mission and vision and all of the previous goals. There are many operational layers necessary to be able to provide all of the resources schools and students need that contribute to teaching and learning in the district. This goal addresses all of the state priorities and will be measured using the metrics identified in the previous 3 goals.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 1 - Basic Services Facilities in Good Repair Staff Panorama Survey					
Priority 2					
Priority 3					
Priority 4					
Priority 5					
Priority 6					
Priority 7					
Priority 8					

# Actions

Action #	Title	Description	Total Funds	Contributing
1	Implement a facilities program with the goal of improving student performance	This action was developed because there is a growing body of research that indicates that school facilities have a measurable impact on student achievement and connectedness. The spaces where our children spend the majority of their waking hours can impact student learning therefore, OSD is committed to maintaining 21st Century schools that are conducive for teaching and learning the skills necessary for success in the 21st Century.	\$1,500,000.00	Yes
2	Central Office Administration	Board of Education Superintendent Communications	\$1,755,086.00	No
3	Administrative Services	Fiscal Services Payroll Benefits/Risk Management State and Federal Transfers	\$6,991,059.00	No
4	Operational Services	Food services Facilities, Maintenance and Operations Safety and Security Utilities Transportation	\$14,752,501.00	No
5	Other Expenses	Health Contribution	\$3,950,000.00	No

Action #	Title	Description	Total Funds	Contributing
		Retirement		
9				

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

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**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**



# Goals and Actions

## Goal

Goal #	Description
5	

An explanation of why the LEA has developed this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

## Actions

Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

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## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
35.96%	\$47,040,291

**The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.**

### Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

The Oxnard Schools District's unduplicated students make up 91% of student enrollment and consequently are at the forefront of all decisions made as a district. These groups are some of the lowest performing student groups on state and local assessments, and also demonstrate some of the lowest levels of parent engagement therefore this LCAP was written with all actions principally directed to supporting these students. As a result of all stakeholder meetings and student achievement data, it was determined that students would greatly need more time engaged with learning, more smaller group differentiation of instruction and greater social and emotional supports. In order to best meet the needs of English Learners, low income students, foster youth and students experiencing homelessness, it is critical that staff are provided high quality training to develop skills necessary to ensure culturally responsive teaching strategies are embedded throughout all content and all grades. According to John Hattie, the teacher is the greatest variance that can make a difference in student achievement. Given the great body of research in the area and in order to meet the needs and accelerate the learning of unduplicated student groups, this LCAP focuses heavily on professional learning, and on developing and retaining human capital. Additionally, students benefit most when parents and families are a significant part of the learning journey, therefore this LCAP also has a strong focus on parent and family engagement, opportunities for parents to develop as advocates for their children, and partners in the learning process.

In order to support further the academic success for English learners, foster youth and low income students, LCFF supplemental and concentration grant funds were distributed to sites and a portion left at the central office. The way funds were distributed to sites was based on enrollment of unduplicated count. These targeted funds will be used to support school based interventions for these student groups, this includes Literacy intervention teachers, tutoring, counselors, outreach specialist and other support staff. In addition to Tier I instructional programs previously identified, these funds will provide extensive Tier II and Tier III Academic and Social and Emotional

support for students. This includes the implementation of a comprehensive MTSS plan to ensure all students with identified gaps in learning are supported both academically and with wrap around social services.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Below are the actions and services that are principally directed to support these efforts:

Goal.Action

- 1.1 - 3 Professional Learning Days
- 1.2 Student Literacy Interventions
- 1.3 Development in Literacy
- 1.4 Continued Expansion of District Dual Language Programs
- 1.5 Development in Mathematics
- 1.6 Expansion of Learning Opportunities
- 1.7 Student Technology
- 1.8 Further Develop Early Childhood Education
- 1.9 Implementation of State Standards
- 1.10 Data Management System
- 1.11 Expansion of District GATE program
- 1.12 Expanded Summer Learning
- 1.13 Special Education Services
- 1.14 Equity and Access
- 1.15 Recruitment and Retention of Human capital
- 1.16 Instructional Supports
- 1.17 Support of School Libraries
- 1.18 Support of Local and State Assessments
- 1.19 Professional Learning
- 1.20 Developing Human Capital
- 1.21 Maintain District management System
- 1.22 English Language Development Support
- 1.23 Additional Teachers Above Staffing Ratio
- 1.24 School Site Allocations
- 1.25 Maintain 24:1 TK-3rd Grade
- 1.26 Additional Services for Students at Risk of Being Expelled
- 1.27 After School Tutoring

- 1.28 Supporting Instruction
- 1.29 Textbooks
- 1.30 Tier 3 and Special Education Support
- 1.31 Supporting Cultural Proficiency and Focus on Equitable Practices
- 1.32 Developing Educational Leaders

- 2.1 Child Nutrition
- 2.2 Improve opportunities for student connectedness
- 2.3 Improve student attendance
- 2.4 Social and Emotional Supports
- 2.5 Health and Welfare for students
- 2.6 Create a safe environment conducive to learning
- 2.7 Restorative Practices
- 2.8 Professional Learning and wellness of staff
- 2.9 Tier III Specialized social and emotional supports

- 3.1 Parent Engagement Investments
- 3.2 Blackboard communication tool
- 3.3 Webmaster
- 3.4 Zoom
- 3.5 Systems of Communication
- 3.6 Family Support and access
- 3.7 District Boardroom upgrades for communication
- 3.8 District Enrolment Center
- 3.9 Transition to High School Parent/Student Workshops
- 3.10 Student voice: Superintendent Fellows
- 3.11 Special Education Parent Supports

## Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$169,031,969.00	\$17,933,432.00		\$14,681,264.00	\$201,646,665.00

Totals:	Total Personnel	Total Non-personnel
Totals:	\$161,640,666.00	\$40,005,999.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	English Learners Foster Youth Low Income	3 professional learning days		\$2,700,000.00			\$2,700,000.00
1	2	English Learners Foster Youth Low Income	Student Literacy Interventions	\$100,000.00	\$2,616,800.00			\$2,716,800.00
1	3	English Learners Foster Youth Low Income	Development in Literacy	\$418,183.00	\$200,000.00		\$119,343.00	\$737,526.00
1	4	English Learners Foster Youth Low Income	Continue expansion and refinement of District Dual Language Programs	\$418,080.00			\$168,206.00	\$586,286.00
1	5	English Learners Foster Youth Low Income	Development in Mathematics	\$540,110.00			\$279,891.00	\$820,001.00
1	6	English Learners Foster Youth Low Income	Expansion of Learning Opportunities		\$650,000.00			\$650,000.00
1	7	English Learners Foster Youth Low Income	Student Technology Access and Annual Refresh	\$7,843,426.00				\$7,843,426.00
1	8	English Learners Foster Youth Low Income	Further Develop Early Childhood Education	\$83,573.00	\$644,212.00		\$386,272.00	\$1,114,057.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	9	English Learners Foster Youth Low Income	Implementation of State Standards	\$439,940.00			\$1,271,622.00	\$1,711,562.00
1	10	English Learners Foster Youth Low Income	Data Management Systems to Support Implementation of District standards	\$267,478.00			\$78,600.00	\$346,078.00
1	11	English Learners Foster Youth Low Income	Expansion of District GATE program and Specialized Programs	\$37,589.00	\$214,999.00		\$497,335.00	\$749,923.00
1	12	English Learners Foster Youth Low Income	Expanded Summer Learning		\$1,500,305.00			\$1,500,305.00
1	13	English Learners Foster Youth Low Income	Special Education	\$6,347,077.00	\$2,300,000.00		\$400,000.00	\$9,047,077.00
1	14	English Learners Foster Youth Low Income	Equity and Access	\$41,859.00			\$226,414.00	\$268,273.00
1	15	English Learners Foster Youth Low Income	Recruitment, Selection and Retention of Human Capital	\$1,082,163.00			\$200,000.00	\$1,282,163.00
1	16	English Learners Foster Youth Low Income	Instructional Resources and Supports	\$1,054,500.00			\$50,000.00	\$1,104,500.00
1	17	English Learners Foster Youth Low Income	Support of School Libraries				\$956,685.00	\$956,685.00
1	18	English Learners Foster Youth Low Income	Implementation of State and Local Assessments	\$389,453.00	\$256,937.00		\$20,250.00	\$666,640.00
1	19	English Learners Foster Youth Low Income	Professional Learning to prepare staff for implementation of state standards	\$140,500.00			\$28,850.00	\$169,350.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	20	English Learners Foster Youth Low Income	Developing Human Capital	\$200,340.00			\$20,029.00	\$220,369.00
1	21	English Learners Foster Youth Low Income	Maintain District Learning Management System				\$255,000.00	\$255,000.00
1	22	English Learners	English Language Development Support		\$151,580.00		\$283,343.00	\$434,923.00
1	23	English Learners Foster Youth Low Income	Additional Teachers Above Base Staffing		\$4,000,000.00			\$4,000,000.00
1	24	English Learners Foster Youth Low Income	School Site Allocations to be Prioritized by School Site Council	\$3,129,409.00			\$1,953,677.00	\$5,083,086.00
1	25	English Learners Foster Youth Low Income	Maintain 24:1 TK- 3rd Grade Average					
1	26	English Learners Foster Youth Low Income	Maintain Additional Services for Students at Risk of being Expelled	\$347,436.00	\$87,071.00			\$434,507.00
1	27	English Learners Foster Youth Low Income	After School Tutoring		\$100,000.00			\$100,000.00
1	28	English Learners Foster Youth Low Income	Instruction	\$100,835,047.00			\$2,728,960.00	\$103,564,007.00
1	29	English Learners Foster Youth Low Income	Textbook Adoptions	\$1,202,100.00	\$780,000.00			\$1,982,100.00
1	30	English Learners Foster Youth Low Income	Tier 3 and Special Education Interventions	\$1,260,000.00	\$180,000.00		\$1,490,000.00	\$2,930,000.00



Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	31	English Learners Foster Youth Low Income	Supporting Cultural Proficiency and Focus on Equitable Practices				\$55,692.00	\$55,692.00
1	32	English Learners Foster Youth Low Income	Developing Educational Leaders	\$198,000.00				\$198,000.00
2	1	English Learners Foster Youth Low Income	Child Nutrition	\$200,000.00				\$200,000.00
2	2	English Learners Foster Youth Low Income	Improve opportunities for student connectedness	\$161,000.00			\$25,000.00	\$186,000.00
2	3	English Learners Foster Youth Low Income	Student Attendance	\$1,483,572.00			\$12,500.00	\$1,496,072.00
2	4	English Learners Foster Youth Low Income	Social and Emotional Supports	\$4,443,305.00			\$1,091,827.00	\$5,535,132.00
2	5	English Learners Foster Youth Low Income	Health and Welfare of students	\$634,865.00	\$1,551,528.00		\$126,200.00	\$2,312,593.00
2	6	English Learners Foster Youth Low Income	Create a safe environment conducive to learning	\$2,754,559.00				\$2,754,559.00
2	7	English Learners Foster Youth Low Income	Restorative Practices					
2	8	English Learners Foster Youth Low Income	Professional learning and wellness for staff	\$75,000.00				\$75,000.00
2	9	English Learners Foster Youth Low Income	Tier III and Specialized Support	\$2,775,000.00			\$1,000,000.00	\$3,775,000.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	1	English Learners Foster Youth Low Income	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	\$7,500.00			\$132,000.00	\$139,500.00
3	2	English Learners Foster Youth Low Income	Ensure and enhance our communication with families through the use of a variety a platforms				\$125,000.00	\$125,000.00
3	3	English Learners Foster Youth Low Income	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members				\$150,000.00	\$150,000.00
3	4	English Learners Foster Youth Low Income	Zoom				\$150,800.00	\$150,800.00
3	5	English Learners Foster Youth Low Income	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	\$45,000.00				\$45,000.00
3	6	English Learners Foster Youth Low Income	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of their children's education.	\$433,461.00			\$92,768.00	\$526,229.00
3	7	All	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members.				\$260,000.00	\$260,000.00
3	8	English Learners Foster Youth Low Income	District Enrollment Center	\$605,798.00				\$605,798.00
3	9	English Learners Foster Youth Low Income	Transition to High School- Parent workshops				\$45,000.00	\$45,000.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	10	English Learners Foster Youth Low Income	Students Voice	\$28,000.00				\$28,000.00
3	11	English Learners Foster Youth Low Income	Special Education Parent Supports	\$60,000.00				\$60,000.00
4	1	English Learners Foster Youth Low Income	Implement a facilities program with the goal of improving student performance	\$1,500,000.00				\$1,500,000.00
4	2	All	Central Office Administration	\$1,755,086.00				\$1,755,086.00
4	3	All	Administrative Services	\$6,991,059.00				\$6,991,059.00
4	4	All	Operational Services	\$14,752,501.00				\$14,752,501.00
4	5	All	Other Expenses	\$3,950,000.00				\$3,950,000.00

## Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
<b>Total:</b>	\$141,583,323.00	\$173,938,019.00
<b>LEA-wide Total:</b>	\$141,583,323.00	\$173,938,019.00
<b>Limited Total:</b>	\$0.00	\$0.00
<b>Schoolwide Total:</b>	\$0.00	\$0.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	1	3 professional learning days	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$2,700,000.00
1	2	Student Literacy Interventions	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$100,000.00	\$2,716,800.00
1	3	Development in Literacy	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$418,183.00	\$737,526.00
1	4	Continue expansion and refinement of District Dual Language Programs	LEA-wide	English Learners Foster Youth Low Income		\$418,080.00	\$586,286.00
1	5	Development in Mathematics	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$540,110.00	\$820,001.00
1	6	Expansion of Learning Opportunities	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$650,000.00
1	7	Student Technology Access and Annual Refresh	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$7,843,426.00	\$7,843,426.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	8	Further Develop Early Childhood Education	LEA-wide	English Learners Foster Youth Low Income		\$83,573.00	\$1,114,057.00
1	9	Implementation of State Standards	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$439,940.00	\$1,711,562.00
1	10	Data Management Systems to Support Implementation of District standards	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$267,478.00	\$346,078.00
1	11	Expansion of District GATE program and Specialized Programs	LEA-wide	English Learners Foster Youth Low Income		\$37,589.00	\$749,923.00
1	12	Expanded Summer Learning	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$1,500,305.00
1	13	Special Education	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,347,077.00	\$9,047,077.00
1	14	Equity and Access	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$41,859.00	\$268,273.00
1	15	Recruitment, Selection and Retention of Human Capital	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,082,163.00	\$1,282,163.00
1	16	Instructional Resources and Supports	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,054,500.00	\$1,104,500.00
1	17	Support of School Libraries	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$956,685.00
1	18	Implementation of State and Local Assessments	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$389,453.00	\$666,640.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	19	Professional Learning to prepare staff for implementation of state standards	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$140,500.00	\$169,350.00
1	20	Developing Human Capital	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$200,340.00	\$220,369.00
1	21	Maintain District Learning Management System	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$255,000.00
1	22	English Language Development Support	LEA-wide	English Learners	All Schools		\$434,923.00
1	23	Additional Teachers Above Base Staffing	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$4,000,000.00
1	24	School Site Allocations to be Prioritized by School Site Council	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,129,409.00	\$5,083,086.00
1	25	Maintain 24:1 TK- 3rd Grade Average	LEA-wide	English Learners Foster Youth Low Income	All Schools		
1	26	Maintain Additional Services for Students at Risk of being Expelled	LEA-wide	English Learners Foster Youth Low Income		\$347,436.00	\$434,507.00
1	27	After School Tutoring	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$100,000.00
1	28	Instruction	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$100,835,047.00	\$103,564,007.00
1	29	Textbook Adoptions	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,202,100.00	\$1,982,100.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	30	Tier 3 and Special Education Interventions	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,260,000.00	\$2,930,000.00
1	31	Supporting Cultural Proficiency and Focus on Equitable Practices	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$55,692.00
1	32	Developing Educational Leaders	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$198,000.00	\$198,000.00
2	1	Child Nutrition	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$200,000.00	\$200,000.00
2	2	Improve opportunities for student connectedness	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$161,000.00	\$186,000.00
2	3	Student Attendance	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,483,572.00	\$1,496,072.00
2	4	Social and Emotional Supports	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$4,443,305.00	\$5,535,132.00
2	5	Health and Welfare of students	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$634,865.00	\$2,312,593.00
2	6	Create a safe environment conducive to learning	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,754,559.00	\$2,754,559.00
2	7	Restorative Practices	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	8	Professional learning and wellness for staff	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$75,000.00	\$75,000.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
2	9	Tier III and Specialized Support	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,775,000.00	\$3,775,000.00
3	1	Implement Coordination of Family Engagement and Parent Support Services based on a Family Engagement Framework	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$7,500.00	\$139,500.00
3	2	Ensure and enhance our communication with families through the use of a variety a platforms	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$125,000.00
3	3	Revamp and maximize the accessibility to the district's website as a conduit of information for all families and community members	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$150,000.00
3	4	Zoom	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$150,800.00
3	5	Systems of Communication to Include the voices of our different parent groups in the design of learning experiences for student and families.	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$45,000.00	\$45,000.00
3	6	Ensure participation, involvement and support of our African American, Mixteco, English Learners parents in the different aspects of	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$433,461.00	\$526,229.00



Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
		their children's education.					
3	8	District Enrollment Center	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$605,798.00	\$605,798.00
3	9	Transition to High School- Parent workshops	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$45,000.00
3	10	Students Voice	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$28,000.00	\$28,000.00
3	11	Special Education Parent Supports	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$60,000.00	\$60,000.00
4	1	Implement a facilities program with the goal of improving student performance	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,500,000.00	\$1,500,000.00

**Annual Update Table Year 1 [2021-22]**

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures
			<b>Totals:</b>	<b>Planned Expenditure Total</b>	<b>Estimated Actual Total</b>
			Totals:		

# Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC 52064(b)(7)*).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Stakeholder Engagement

## Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (EC 52064(e)(1)). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

## Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

### ***Focus Goal(s)***

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.



**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### ***Broad Goal***

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### ***Maintenance of Progress Goal***

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

### ***Measuring and Reporting Results:***

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> .

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations, Title 5 [5 CCR] Section 15496(b)* in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC Section 306*, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## **Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students**

### **Purpose**

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### **Requirements and Instructions**

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

**Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school

climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## **For School Districts Only:**

### **Actions Provided on an LEA-Wide Basis:**

**Unduplicated Percentage > 55%:** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55%:** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section D: Action Items

### **Adoption of Oxnard School District 2021/22 Budget and Educational Protection Account (Quinto/Crandall Plasencia)**

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Subsequent to the public hearing held at the June 2, 2021 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2021/22 fiscal year.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget and the Educational Protection Account for the 2021/22 fiscal year.

**ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District 2021/22 Adopted Budget \(158 pages\)](#)  
[2021/22 Proposed Adopted Budget and Education Protection Account Presentation \(9 pages\)](#)

# 2021-22 Adopted Budget



Board Meeting of  
June 23, 2021

*(Includes Estimated 2020-21 Financial Data)*

Prepared by:  
Ruth F. Quinto, Assistant Superintendent,  
Business & Fiscal Services  
and  
Mary Crandall Plasencia, Director of Finance

**Mission:**

*Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.*

**Vision:**

*Empowering all children to achieve excellence*

June 23, 2021

Members of the Board of Trustees:

The Oxnard School District (district) is pleased to present the adopted budget for 2021/22, the multi-year projections, as required by state education code, as well as fiscal year 2020/21 estimated revenues and expenditures. Actual 2020/21 revenues and expenditures will be presented to the Board with the Year-end Unaudited Actual Financial Report in September 2021. Additionally, within 45 days of the Governor signing the state's 2021/22 Budget Act, anticipated prior to June 30, 2021, a revised summary will be provided regarding the impact to Oxnard School District's adopted budget will be provided.

### **GENERAL FUND BUDGET YEAR**

#### **REVENUES**

1. ADA (Average Daily Attendance) - The ADA used for 2021/22 is based on enrollment projections and prior year trends. The District has experienced declining enrollment in recent years of approximately 2.5% per year. For the budget year, declining enrollment is anticipated at 2.2%. However, enrollment declines are expected to begin to level off in the 2022/23 fiscal year.
2. Local Control Funding Formula and Cost of Living Adjustment –LCFF for 2021/22 is projected to increase with an applied Cost of Living Adjustment (COLA) of 5.07%. Worksheets showing the LCFF calculations are included in this report.
3. Lottery Revenues- Lottery funds are projected at the same level as 2020/21, at \$150/ADA for Unrestricted, and \$49/ADA for the Prop. 20 Restricted Lottery.
4. One-Time Funding- The Governor's May Revision budget for the 2021/22 fiscal year includes one-time pandemic learning and recovery funding consisting of In-Person Instruction grants, Expanded Learning Opportunity grants, and additional federal Elementary and Secondary School Emergency Relief (ESSER) Funds.

#### **EXPENDITURES**

1. Certificated and Classified Salaries - Step and column increases averaging 1.2% for all employees have been added to the budget.
2. Employer Contributions to Employee Pension Plans – Fiscal year 2021/22 contribution rates funded by the District for certificated employees' State Teachers Retirement System (STRS) benefits increase from 16.15% in the current year to 16.92% for the budget year. For classified employees' Public Employees Retirement System (PERS) benefits increase from 20.70% in the current year to 22.91% in the budget year.
3. Retiree Benefits – No increase to retiree rates has been budgeted.
4. Worker's Compensation Premiums – rates are steady at 2.00%.

5. State Unemployment Insurance – School Employer rates are significantly increasing, from .05% in the current year to 1.23% in budget year.
6. Budget Adjustments – The 2021/22 Adopted Budget is built on the assumption that expenditures, in any object, may not exceed their budgeted amounts without Board approval. Adjustments may be made throughout the year to insure budgetary compliance.

### **OTHER FUNDS**

Child Development Fund (Form 12) - Used for the State Preschool Programs at Drifill, Harrington, McKinna, Ritchen, Rose Avenue, San Miguel, and Sierra Linda Schools.

Cafeteria Account (Form 13) – Used for Child Nutrition Services operations.

Deferred Maintenance Fund (Form 14) – Used for the Deferred Maintenance program.

Building Fund (Form 21) - The 2016 G.O. Bond (Measure D) project expenditures are included as reflected in the Board-Approved Master Construct and Implementation Plan.

Capital Facilities Funds/Consolidated (Form 25) - Revenues in this fund are dependent on residential and commercial development in the Community.

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for the 1988, 1997, 2012 and 2016 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Retiree Benefits Trust Fund to provide for the cost of retiree benefits across all programs and funds was established in 2004. This fund collects pay-as-you-go revenues from the general fund for the purpose of paying future retiree benefits. Payment for the contribution for retiree's benefits to the Gold Coast Health Benefits Trust and Self-Insured Schools of California (SISC) are made from this fund.

### **RESERVES**

The reserve for economic uncertainties is projected to be at 7.00% at June 30, 2022 in connection with the proposed revised board policy 3100 which establishes minimum levels for the reserve for economic uncertainties at a range of 6.0% to 10.0%. The state-required minimum reserve for economic uncertainties of 3.0% represents less than two weeks of payroll for Oxnard School District. As referenced and recommended by several state and national agencies, (including CSBA, the Government Finance Officers Association (GFOA), the Governor's Office, School Services of California (SSC) and, the credit rating agencies), adequate financial reserves provide the opportunity to stabilize

the district's fiscal position. Adequate reserves also provide options to respond to unexpected circumstances and protect the district from changes in state funding either from economic volatility and/or continued declining enrollment, as well as from unanticipated increases in expenditures. Maintaining adequate reserves mitigates these risks and provides stability and continuity of operations for the Oxnard community.

### **MULTI-YEAR CONSIDERATIONS**

Enrollment is projected to continue to decline by approximately 2.4% for 2022/23 and less than 1.0% for 2023/24. Inflation related expenditure increases have been calculated at between 3.8% and 2.2%. Increases for Step and column, PERS and STRS have also been included. See page 8 for a listing of all the multi-year assumptions included.

### **EDUCATION PROTECTION ACCOUNT**

Funds received as a result of Proposition 30, extended by Prop 55, was first passed by voters in November 2012. This measure temporarily increased the sales tax and personal income tax. School districts are required to publicly discuss and approve utilization of EPA funds. The EPA is based on a formula from the state, which is a percentage of the state's revenue. For fiscal year 2021/22, the EPA is 19% of the state LCFF revenue. The EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. Each year, local educational agencies must publish on their website an accounting of the amount of resources received from the EPA and how the funds were expended. In addition, the annual financial audit includes verification that the EPA funds were used as specified by Proposition 30. Oxnard School District's EPA revenue is \$29.2 million and all funds will be used for teacher salary and benefit costs at school sites.

The proposed budget was prepared based on guidance from several sources, including the Common Message from the Ventura County Office of Education, and other sources of best information available at the time of this report based on the Governor's May Revision. Any further inquires should be directed to the Fiscal Services department at (805) 483-7226.

Respectfully submitted,



Ruth F. Quinto, CPA

Assistant Superintendent, Business & Fiscal Services

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ANNUAL BUDGET REPORT:  
July 1, 2021 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Oxnard School District office and website

Date: May 28, 2021

Place: Oxnard School District

Date: June 02, 2021

Time: 07:00 PM

Adoption Date: June 23, 2021

Signed: \_\_\_\_\_

Clerk/Secretary of the Governing Board  
(Original signature required)

Contact person for additional information on the budget reports:

Name: Mary Crandall Plasencia

Telephone: (805) 385-1501 ext.2455

Title: Director of Finance

E-mail: mcrandallplasencia@oxnardsd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	



CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

<b>SUPPLEMENTAL INFORMATION (continued)</b>			<b>No</b>	<b>Yes</b>
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?  • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2020-21) annual payment?		X
			X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?  • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
			X	
				X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
				X
				X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		X
			<b>Jun 23, 2021</b>	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

<b>ADDITIONAL FISCAL INDICATORS</b>			<b>No</b>	<b>Yes</b>
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

<b>ADDITIONAL FISCAL INDICATORS (continued)</b>			<b>No</b>	<b>Yes</b>
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(  ) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

(  ) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

\_\_\_\_\_  
\_\_\_\_\_

(  ) This school district is not self-insured for workers' compensation claims.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: \_\_\_\_\_

For additional information on this certification, please contact:

Name: Ms. Norma Magana

Title: Risk Manager

Telephone: 805-385-1501 x2443

E-mail: nmagana@oxnardsd.org

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2020-21 Estimated Actuals	2021-22 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	G	
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	
MYP	Multiyear Projections - General Fund		GS

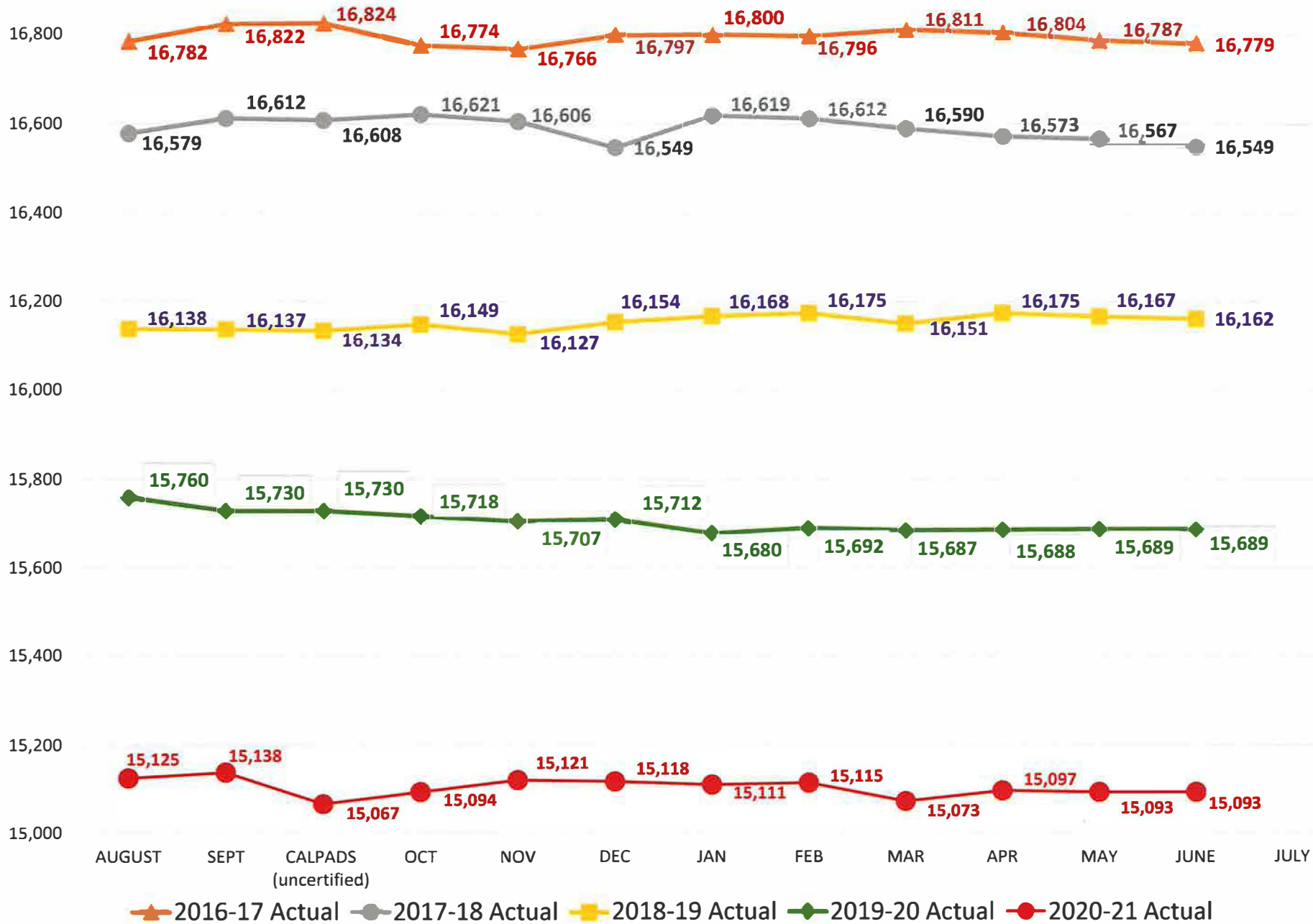
G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2020-21 Estimated Actuals	2021-22 Budget
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

# Assumptions for Budget Development

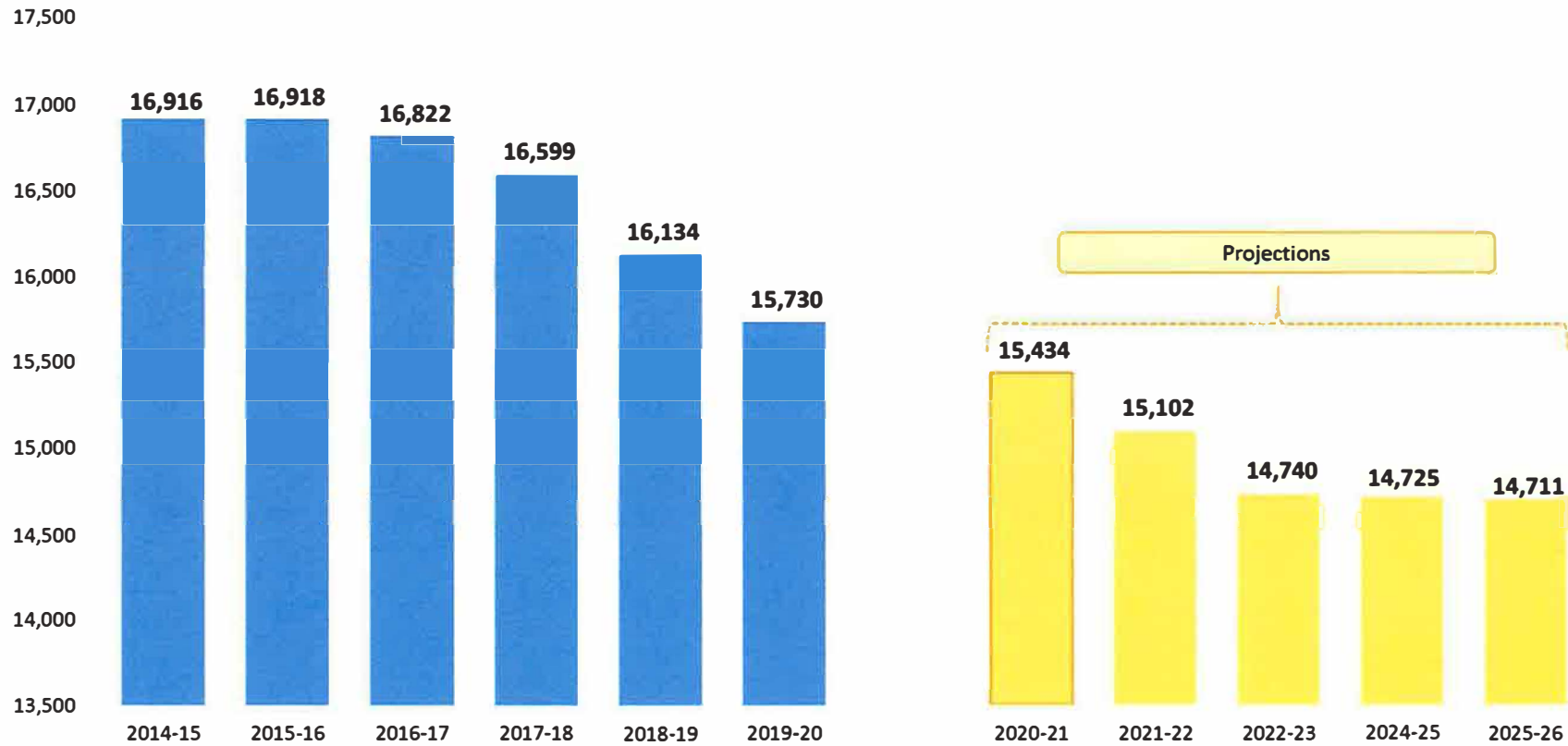
Planning Factor	2021/22	2022/23	2023/24
Estimated Funded ADA (Average Daily Attendance)	15,184	14,345	13,914
Funded UPP (Unduplicated Pupil Percentage portion of students with higher needs)	90.66%	90.70%	90.60%
Estimated Cost of Living Adjustment (COLA) Applied to State Funded Programs	1.70% 5.07%	2.48%	3.11%
Step & Column	1.2%	1.2%	1.2%
STRS (Employer Contribution to Teachers Retirement System)	16.92%	19.10%	19.10%
PERS (Employer Contribution to Public Employees Retirement System)	22.91%	26.10%	27.10%
Consumer Price Index (CPI) Applied to Non-Salary Related Expenditures	3.84%	2.40%	2.23%

### Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals





# Enrollment Projections



Oxford (72538) - FY2021-22 Adopted Budget	5/24/2021			
	2020-21	2021-22	2022-23	2023-24
<b>SUMMARY OF FUNDING</b>				
<b>General Assumptions</b>				
COLA & Augmentation	0.00%	5.07%	2.48%	3.11%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%
<b>LCFF Entitlement</b>				
Base Grant	\$119,272,691	\$125,314,201	\$121,369,644	\$121,403,429
Grade Span Adjustment	5,223,953	5,491,347	5,286,362	5,288,439
Supplemental Grant	21,844,182	23,717,662	22,975,399	22,956,566
Concentration Grant	20,373,876	23,322,629	22,608,097	22,551,153
Add-ons: Targeted Instructional Improvement Block Grant	500,077	500,077	500,077	500,077
Add-ons: Home-to-School Transportation	1,209,393	1,209,393	1,209,393	1,209,393
Add-ons: Small School District Bus Replacement Program	-	-	-	-
<b>Total LCFF Entitlement Before Adjustments, ERT &amp; Additional State Aid</b>	<b>\$168,424,172</b>	<b>\$179,555,309</b>	<b>\$173,948,972</b>	<b>\$173,909,057</b>
Miscellaneous Adjustments	-	-	-	-
Economic Recovery Target	-	-	-	-
Additional State Aid	-	-	-	-
<b>Total LCFF Entitlement</b>	<b>168,424,172</b>	<b>179,555,309</b>	<b>173,948,972</b>	<b>173,909,057</b>
<b>LCFF Entitlement Per ADA</b>	<b>\$ 11,046</b>	<b>\$ 11,776</b>	<b>\$ 12,072</b>	<b>\$ 12,442</b>
<b>Components of LCFF By Object Code</b>				
State Aid (Object Code 8011)	\$ 113,853,337	\$ 124,986,475	\$ 120,987,033	\$ 121,772,735
EPA (for LCFF Calculation purposes)	\$ 29,206,595	\$ 29,204,594	\$ 27,597,699	\$ 26,772,082
<i>Local Revenue Sources:</i>				
Property Taxes (Object 8021 to 8089)	\$ 25,364,240	\$ 25,364,240	\$ 25,364,240	\$ 25,364,240
In-Lieu of Property Taxes (Object Code 8096)	-	-	-	-
<i>Property Taxes net of In-Lieu</i>	\$ 25,364,240	\$ 25,364,240	\$ 25,364,240	\$ 25,364,240
<b>TOTAL FUNDING</b>	<b>168,424,172</b>	<b>179,555,309</b>	<b>173,948,972</b>	<b>173,909,057</b>
Basic Aid Status	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>	<i>Non-Basic Aid</i>
Excess Taxes	\$ -	\$ -	\$ -	\$ -
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -
<b>Total LCFF Entitlement</b>	<b>168,424,172</b>	<b>179,555,309</b>	<b>173,948,972</b>	<b>173,909,057</b>

Oxnard (72538) - FY2021-22 Adopted Budget		5/24/2021			
	2020-21	2021-22	2022-23	2023-24	
<b>SUMMARY OF EPA</b>					
% of Adjusted Revenue Limit - Annual	37.69258175%	37.69000000%	37.69000000%	37.69000000%	
% of Adjusted Revenue Limit - P-2	37.69258175%	37.69000000%	37.69000000%	37.69000000%	
EPA (for LCFF Calculation purposes)	\$ 29,206,595	\$ 29,204,594	\$ 27,597,699	\$ 26,772,082	
EPA, Current Year (Object Code 8012) (P-2 plus Current Year Accrual)	\$ 29,206,595	\$ 29,204,594	\$ 27,597,699	\$ 26,772,082	
EPA, Prior Year Adjustment (Object Code 8019) (P-A less Prior Year Accrual)	\$ 40,648.00	\$ -	\$ -	\$ -	
Accrual (from Data Entry tab)	-	-	-	-	
<b>LCAP Percentage to Increase or Improve Services</b>					
Base Grant (Excludes add-ons for TIIG and Transportation)	\$ 124,496,644	\$ 130,805,548	\$ 126,656,006	\$ 126,691,868	
Supplemental and Concentration Grant funding in the LCAP year	\$ 42,218,058	\$ 47,040,291	\$ 45,583,496	\$ 45,507,719	
Percentage to Increase or Improve Services	33.91%	35.96%	35.99%	35.92%	
<b>SUMMARY OF STUDENT POPULATION</b>					
<b>Unduplicated Pupil Population</b>					
Enrollment	15,147	14,815	14,352	14,206	
COE Enrollment	60	60	60	60	
<b>Total Enrollment</b>	<b>15,207</b>	<b>14,875</b>	<b>14,412</b>	<b>14,266</b>	
Unduplicated Pupil Count	13,904	13,516	12,853	13,010	
COE Unduplicated Pupil Count	27	27	27	27	
<b>Total Unduplicated Pupil Count</b>	<b>13,931</b>	<b>13,543</b>	<b>12,880</b>	<b>13,037</b>	
Rolling %, Supplemental Grant	87.7300%	90.6600%	90.7000%	90.6000%	
Rolling %, Concentration Grant	87.7300%	90.6600%	90.7000%	90.6000%	

Oxnard (72538) - FY2021-22 Adopted Budget	5/24/2021			
	2020-21	2021-22	2022-23	2023-24
<b>SUMMARY OF LCFF ADA</b>				
<b>Prior Year ADA for the Hold Harmless - ( net of current year charter shift)</b>				
Grades TK-3	6,512.97	6,512.97	6,123.85	5,939.93
Grades 4-6	5,166.20	5,166.20	4,888.31	4,741.51
Grades 7-8	3,504.47	3,504.47	3,332.51	3,232.17
Grades 9-12	-	-	-	-
<b>LCFF Subtotal</b>	<b>15,183.64</b>	<b>15,183.64</b>	<b>14,344.67</b>	<b>13,913.61</b>
NSS	-	-	-	-
<b>Combined Subtotal</b>	<b>15,183.64</b>	<b>15,183.64</b>	<b>14,344.67</b>	<b>13,913.61</b>
<b>Current Year ADA</b>				
Grades TK-3	6,512.97	6,123.85	5,939.93	5,842.53
Grades 4-6	5,166.20	4,888.31	4,741.51	4,681.12
Grades 7-8	3,504.47	3,332.51	3,232.17	3,213.85
Grades 9-12	-	-	-	-
<b>LCFF Subtotal</b>	<b>15,183.64</b>	<b>14,344.67</b>	<b>13,913.61</b>	<b>13,737.50</b>
NSS	-	-	-	-
<b>Combined Subtotal</b>	<b>15,183.64</b>	<b>14,344.67</b>	<b>13,913.61</b>	<b>13,737.50</b>
<b>Change in LCFF ADA (excludes NSS ADA)</b>	No Change	(838.97) Decline	(431.06) Decline	(176.11) Decline
<b>Funded LCFF ADA for the Hold Harmless</b>				
Grades TK-3	6,512.97	6,512.97	6,123.85	5,939.93
Grades 4-6	5,166.20	5,166.20	4,888.31	4,741.51
Grades 7-8	3,504.47	3,504.47	3,332.51	3,232.17
Grades 9-12	-	-	-	-
<b>Subtotal</b>	<b>15,183.64</b>	<b>15,183.64</b>	<b>14,344.67</b>	<b>13,913.61</b>
	<i>Current</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>
<b>Funded NSS ADA</b>				
Grades TK-3	-	-	-	-
Grades 4-6	-	-	-	-
Grades 7-8	-	-	-	-
Grades 9-12	-	-	-	-
<b>Subtotal</b>				
	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>
<b>NPS, CDS, &amp; COE Operated</b>				
Grades TK-3	8.82	8.82	8.82	8.82
Grades 4-6	20.53	20.53	20.53	20.53
Grades 7-8	34.91	34.91	34.91	34.91
Grades 9-12	-	-	-	-
<b>Subtotal</b>	<b>64.26</b>	<b>64.26</b>	<b>64.26</b>	<b>64.26</b>
<b>ACTUAL ADA (Current Year Only)</b>				
Grades TK-3	6,521.79	6,132.67	5,948.75	5,851.35
Grades 4-6	5,186.73	4,908.84	4,762.04	4,701.65
Grades 7-8	3,539.38	3,367.42	3,267.08	3,248.76
Grades 9-12	-	-	-	-
<b>Total Actual ADA</b>	<b>15,247.90</b>	<b>14,408.93</b>	<b>13,977.87</b>	<b>13,801.76</b>
<b>TOTAL FUNDED ADA</b>				
Grades TK-3	6,521.79	6,521.79	6,132.67	5,948.75
Grades 4-6	5,186.73	5,186.73	4,908.84	4,762.04
Grades 7-8	3,539.38	3,539.38	3,367.42	3,267.08
Grades 9-12	-	-	-	-
<b>Total</b>	<b>15,247.90</b>	<b>15,247.90</b>	<b>14,408.93</b>	<b>13,977.87</b>
<i>Funded Difference (Funded ADA less Actual ADA)</i>		<i>838.97</i>	<i>431.06</i>	<i>176.11</i>

Oxnard (72538) - FY2021-22 Adopted Budget		5/24/2021			
		2020-21	2021-22	2022-23	2023-24
<b>PER-ADA FUNDING LEVELS</b>					
<b>Base, Supplemental and Concentration Rate per ADA</b>					
Grades TK-3	\$	11,386	\$ 12,147	\$ 12,450	\$ 12,831
Grades 4-6	\$	10,469	\$ 11,168	\$ 11,448	\$ 11,798
Grades 7-8	\$	10,780	\$ 11,500	\$ 11,788	\$ 12,149
Grades 9-12	\$	12,818	\$ 13,674	\$ 14,015	\$ 14,443
<b>Base Grants</b>					
Grades TK-3	\$	7,702	\$ 8,092	\$ 8,293	\$ 8,551
Grades 4-6	\$	7,818	\$ 8,214	\$ 8,418	\$ 8,680
Grades 7-8	\$	8,050	\$ 8,458	\$ 8,668	\$ 8,938
Grades 9-12	\$	9,329	\$ 9,802	\$ 10,045	\$ 10,357
<b>Grade Span Adjustment</b>					
Grades TK-3	\$	801	\$ 842	\$ 862	\$ 889
Grades 9-12	\$	243	\$ 255	\$ 261	\$ 269
<b>Prorated Base, Supplemental and Concentration Rate per ADA</b>					
Grades TK-3	\$	8,503	\$ 8,934	\$ 9,155	\$ 9,440
Grades 4-6	\$	7,818	\$ 8,214	\$ 8,418	\$ 8,680
Grades 7-8	\$	8,050	\$ 8,458	\$ 8,668	\$ 8,938
Grades 9-12	\$	9,572	\$ 10,057	\$ 10,306	\$ 10,626
<b>Prorated Base Grants</b>					
Grades TK-3	\$	7,702	\$ 8,092	\$ 8,293	\$ 8,551
Grades 4-6	\$	7,818	\$ 8,214	\$ 8,418	\$ 8,680
Grades 7-8	\$	8,050	\$ 8,458	\$ 8,668	\$ 8,938
Grades 9-12	\$	9,329	\$ 9,802	\$ 10,045	\$ 10,357
<b>Prorated Grade Span Adjustment</b>					
Grades TK-3	\$	801	\$ 842	\$ 862	\$ 889
Grades 9-12	\$	243	\$ 255	\$ 261	\$ 269
<b>Supplemental Grant</b>					
		20%	20%	20%	20%
<b>Maximum - 1.00 ADA, 100% UPP</b>					
Grades TK-3	\$	1,701	\$ 1,787	\$ 1,831	\$ 1,888
Grades 4-6	\$	1,564	\$ 1,643	\$ 1,684	\$ 1,736
Grades 7-8	\$	1,610	\$ 1,692	\$ 1,734	\$ 1,788
Grades 9-12	\$	1,914	\$ 2,011	\$ 2,061	\$ 2,125
<b>Actual - 1.00 ADA, Local UPP as follows:</b>					
		87.73%	90.66%	90.70%	90.60%
Grades TK-3	\$	1,492	\$ 1,620	\$ 1,661	\$ 1,711
Grades 4-6	\$	1,372	\$ 1,489	\$ 1,527	\$ 1,573
Grades 7-8	\$	1,412	\$ 1,534	\$ 1,572	\$ 1,620
Grades 9-12	\$	1,680	\$ 1,824	\$ 1,870	\$ 1,925
<b>Concentration Grant (&gt;55% population)</b>					
		50%	50%	50%	50%
<b>Maximum - 1.00 ADA, 100% UPP</b>					
Grades TK-3	\$	4,252	\$ 4,467	\$ 4,578	\$ 4,720
Grades 4-6	\$	3,909	\$ 4,107	\$ 4,209	\$ 4,340
Grades 7-8	\$	4,025	\$ 4,229	\$ 4,334	\$ 4,469
Grades 9-12	\$	4,786	\$ 5,029	\$ 5,153	\$ 5,313
<b>Actual - 1.00 ADA, Local UPP &gt;55% as follows:</b>					
		32.7300%	35.6600%	35.7000%	35.6000%
Grades TK-3	\$	1,392	\$ 1,593	\$ 1,634	\$ 1,680
Grades 4-6	\$	1,279	\$ 1,465	\$ 1,503	\$ 1,545
Grades 7-8	\$	1,317	\$ 1,508	\$ 1,547	\$ 1,591
Grades 9-12	\$	1,566	\$ 1,793	\$ 1,840	\$ 1,891

Oxnard (72538) - FY2021-22 Adopted Budget							5/24/2021						
LOCAL CONTROL FUNDING FORMULA							2020-21						
LCFF ENTITLEMENT CALCULATION							2021-22						
Calculation Factors	COLA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage		COLA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage		
	0.00%		0.00%		87.73%	87.73%	5.07%		0.00%		90.66%	90.66%	
	ADA	Base	Grade Span	Supplemental	Concentration	Total	ADA	Base	Grade Span	Supplemental	Concentration	Total	
Grades TK-3	6,521.79	\$ 7,702	\$ 801	\$ 1,492	\$ 1,392	\$ 74,260,051	6,521.79	\$ 8,092	\$ 842	\$ 1,620	\$ 1,593	\$ 79,219,173	
Grades 4-6	5,186.73	7,818		1,372	1,279	54,300,717	5,186.73	8,214		1,489	1,465	57,924,979	
Grades 7-8	3,539.38	8,050		1,412	1,317	38,153,934	3,539.38	8,458		1,534	1,508	40,701,687	
Grades 9-12	-	9,329	243	1,680	1,566	-	-	9,802	255	1,824	1,793	-	
Subtract Necessary Small School ADA and Funding													
Total Base, Supplemental, and Concentration Grant		\$119,272,691	\$ 5,223,953	\$ 21,844,182	\$ 20,373,876	\$166,714,702		\$125,314,201	\$ 5,491,347	\$ 23,717,662	\$ 23,322,629	\$177,845,839	
NSS Allowance													
<b>TOTAL BASE</b>	<b>15,247.90</b>	<b>\$119,272,691</b>	<b>\$ 5,223,953</b>	<b>\$ 21,844,182</b>	<b>\$ 20,373,876</b>	<b>\$166,714,702</b>	<b>15,247.90</b>	<b>\$125,314,201</b>	<b>\$ 5,491,347</b>	<b>\$ 23,717,662</b>	<b>\$ 23,322,629</b>	<b>\$177,845,839</b>	
<b>ADDONS:</b>													
Targeted Instructional Improvement Block Grant						\$ 500,077						\$ 500,077	
Home-to-School Transportation						1,209,393						1,209,393	
Small School District Bus Replacement Program						-						-	
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>													
<b>LCFF ENTITLEMENT</b>						\$168,424,172						\$179,555,309	
<b>STATE AID CALCULATION</b>													
Miscellaneous Adjustments						-						-	
Adjusted LCFF Entitlement						168,424,172						179,555,309	
Local Revenue (including RDA)						(25,364,240)						(25,364,240)	
Gross State Aid						\$143,059,932						\$154,191,069	
<b>MINIMUM STATE AID CALCULATION</b>													
			12-13 Rate	2020-21 ADA		N/A			12-13 Rate	2021-22 ADA		N/A	
2012-13 RL/Charter Gen BG adjusted for ADA			\$ 5,081.77	15,247.90		\$ 77,486,321			\$ 5,081.77	15,247.90		\$ 77,486,321	
2012-13 NSS Allowance (deficit)						-						-	
Minimum State Aid Adjustments						-						-	
Less Current Year Property Taxes/In-Lieu						(25,364,240)						(25,364,240)	
Subtotal State Aid for Historical RL/Charter General BG						52,122,081						52,122,081	
Categorical funding from 2012-13 net of fair share reduction						17,222,074						17,222,074	
Charter School Categorical Block Grant adjusted for ADA						-						-	
Minimum State Aid Guarantee Before Proration Factor						69,344,155						69,344,155	
Proration Factor						0.00%						0.00%	
Minimum State Aid Guarantee						\$ 69,344,155						\$ 69,344,155	
<b>CHARTER SCHOOL MINIMUM STATE AID OFFSET</b>													
LCFF Entitlement						-						-	
Minimum State Aid plus Property Taxes including RDA						-						-	
Offset						-						-	
Minimum State Aid Prior to Offset						-						-	
Total Minimum State Aid with Offset						-						-	
<b>TOTAL STATE AID</b>						\$143,059,932						\$154,191,069	
<b>ADDITIONAL STATE AID (Additional SA)</b>						\$ -						\$ -	
<b>LCFF Entitlement (before COE transfer, Choice &amp; Charter Supplemental)</b>						\$168,424,172						\$179,555,309	
Change Over Prior Year			-2.16%	(3,725,345)					6.61%	11,131,137			
LCFF Entitlement Per ADA						11,046						11,776	
Per-ADA Change Over Prior Year			0.59%	65					6.61%	730			
Basic Aid Status (school districts only)						Non-Basic Aid						Non-Basic Aid	
<b>LCFF SOURCES INCLUDING EXCESS TAXES</b>													
			Increase			2020-21			Increase			2021-22	
State Aid		-12.56%	(16,351,357)			\$113,853,337		9.78%	11,133,138			\$124,986,475	
Education Protection Account						29,206,595						29,204,594	
Property Taxes Net of In-Lieu Transfers		-12.80%	(3,723,928)			25,364,240		0.00%	-			25,364,240	
Charter In-Lieu Taxes		0.00%	-			-		0.00%	-			-	
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)		-11.66%	(20,075,285)			\$168,424,172		6.61%	11,133,138			\$179,555,309	

Oxnard (72538) - FY2021-22 Adopted Budget							5/24/2021							v. 22.1b							11/22/19						
LOCAL CONTROL FUNDING FORMULA														2022-23							2023-24						
LCFF ENTITLEMENT CALCULATION														2022-23							2023-24						
Calculation Factors	COIA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage			COIA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage			COIA & Augmentation		Base Grant Proration		Unduplicated Pupil Percentage								
	ADA	Base	Grade Span	Supplemental	Concentration	Total	ADA	Base	Grade Span	Supplemental	Concentration	Total	ADA	Base	Grade Span	Supplemental	Concentration	Total									
Grades TK-3	6,132.67	\$ 8,293	\$ 862	\$ 1,661	\$ 1,634	\$ 76,351,033	5,948.75	\$ 8,551	\$ 889	\$ 1,711	\$ 1,680	\$ 76,327,507	5,948.75	\$ 8,551	\$ 889	\$ 1,711	\$ 1,680	\$ 76,327,507									
Grades 4-6	4,908.84	8,418		1,527	1,503	56,194,624	4,762.04	8,680		1,573	1,545	56,181,862	4,762.04	8,680		1,573	1,545	56,181,862									
Grades 7-8	3,367.42	8,668		1,572	1,547	39,693,845	3,267.08	8,938		1,620	1,591	39,690,218	3,267.08	8,938		1,620	1,591	39,690,218									
Grades 9-12	-	10,045	261	1,870	1,840	-	-	10,357	269	1,925	1,891	-	-	10,357	269	1,925	1,891	-									
Subtract Necessary Small School ADA and Funding	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-									
Total Base, Supplemental, and Concentration Grant	\$121,369,644	\$ 5,286,362	\$ 22,975,399	\$ 22,608,097	\$ 22,608,097	\$172,239,502	\$121,403,429	\$ 5,288,439	\$ 22,956,566	\$ 22,551,153	\$ 22,551,153	\$172,199,587	\$121,403,429	\$ 5,288,439	\$ 22,956,566	\$ 22,551,153	\$ 22,551,153	\$172,199,587									
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-									
<b>TOTAL BASE</b>	<b>14,408.93</b>	<b>\$121,369,644</b>	<b>\$ 5,286,362</b>	<b>\$ 22,975,399</b>	<b>\$ 22,608,097</b>	<b>\$172,239,502</b>	<b>13,977.87</b>	<b>\$121,403,429</b>	<b>\$ 5,288,439</b>	<b>\$ 22,956,566</b>	<b>\$ 22,551,153</b>	<b>\$172,199,587</b>	<b>13,977.87</b>	<b>\$121,403,429</b>	<b>\$ 5,288,439</b>	<b>\$ 22,956,566</b>	<b>\$ 22,551,153</b>	<b>\$172,199,587</b>									
<b>ADD ONS:</b>																											
Targeted Instructional Improvement Block Grant						\$ 500,077						\$ 500,077						\$ 500,077									
Home-to-School Transportation						1,209,393						1,209,393						1,209,393									
Small School District Bus Replacement Program						-						-						-									
<b>ECONOMIC RECOVERY TARGET PAYMENT</b>																											
<b>LCFF ENTITLEMENT</b>						\$173,948,972						\$173,948,972						\$173,909,057									
<b>STATE AID CALCULATION</b>																											
Miscellaneous Adjustments						-						-						-									
Adjusted LCFF Entitlement						173,948,972						173,948,972						173,909,057									
Local Revenue (Including RDA)						(25,364,240)						(25,364,240)						(25,364,240)									
Gross State Aid						\$148,584,732						\$148,584,732						\$148,544,817									
<b>MINIMUM STATE AID CALCULATION</b>																											
2012-13 RL/Charter Gen BG adjusted for ADA						N/A						N/A						N/A									
2012-13 NSS Allowance (deficit)						\$ 73,222,868						\$ 71,032,320						\$ 71,032,320									
Minimum State Aid Adjustments						-						-						-									
Less Current Year Property Taxes/In-Lieu						(25,364,240)						(25,364,240)						(25,364,240)									
Subtotal State Aid for Historical RL/Charter General BG						47,858,628						45,668,080						45,668,080									
Categorical funding from 2012-13 net of fair share reduction						17,222,074						17,222,074						17,222,074									
Charter School Categorical Block Grant adjusted for ADA						-						-						-									
Minimum State Aid Guarantee Before Proration Factor						65,080,702						62,890,154						62,890,154									
Proration Factor						0.00%						0.00%						0.00%									
Minimum State Aid Guarantee						\$ 65,080,702						\$ 62,890,154						\$ 62,890,154									
<b>CHARTER SCHOOL MINIMUM STATE AID OFFSET</b>																											
LCFF Entitlement						-						-						-									
Minimum State Aid plus Property Taxes including RDA						-						-						-									
Offset						-						-						-									
Minimum State Aid Prior to Offset						-						-						-									
Total Minimum State Aid with Offset						-						-						-									
<b>TOTAL STATE AID</b>						\$148,584,732						\$148,544,817						\$148,544,817									
<b>ADDITIONAL STATE AID (Additional SA)</b>						\$ -						\$ -						\$ -									
<b>LCFF Entitlement (before COE transfer, Choice &amp; Charter Supplemental)</b>						\$173,948,972						\$173,909,057						\$173,909,057									
Change Over Prior Year			-3.12%	(5,606,337)											-0.02%	(39,915)											
LCFF Entitlement Per ADA						12,072						12,442						12,442									
Per-ADA Change Over Prior Year			2.51%	296											3.06%	370											
Basic Aid Status (school districts only)						Non-Basic Aid						Non-Basic Aid						Non-Basic Aid									
<b>LCFF SOURCES INCLUDING EXCESS TAXES</b>																											
State Aid			-3.20%	(3,999,442)		\$120,987,033						\$121,772,735			0.65%	785,702		\$121,772,735									
Education Protection Account						27,597,699						26,772,082						26,772,082									
Property Taxes Net of In-Lieu Transfers			0.00%	-		25,364,240						25,364,240			0.00%	-		25,364,240									
Charter In-Lieu Taxes			0.00%	-		-						-			0.00%	-		-									
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			-2.23%	(3,999,442)		\$173,948,972						\$173,909,057			0.45%	785,702		\$173,909,057									

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,194.07	15,194.07	15,194.07	14,355.10	14,355.10	15,194.07
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	15,194.07	15,194.07	15,194.07	14,355.10	14,355.10	15,194.07
<b>5. District Funded County Program ADA</b>						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.00
b. Special Education-Special Day Class	47.01	47.01	47.01	47.01	47.01	47.01
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.00
d. Special Education Extended Year	6.82	6.82	6.82	6.82	6.82	6.82
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.00
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.00
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	53.83	53.83	53.83	53.83	53.83	53.83
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	15,247.90	15,247.90	15,247.90	14,408.93	14,408.93	15,247.90
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						



Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education Grant ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Adults In Correctional Facilities</b>						
<b>5. County Operations Grant ADA</b>						
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	167,424,172.00	0.00	167,424,172.00	178,055,309.00	0.00	178,055,309.00	6.3%
2) Federal Revenue		8100-8299	0.00	35,415,687.00	35,415,687.00	0.00	44,789,039.00	44,789,039.00	26.5%
3) Other State Revenue		8300-8599	3,221,945.00	22,167,231.00	25,389,176.00	3,171,945.00	6,823,607.00	9,995,552.00	-60.6%
4) Other Local Revenue		8600-8799	3,545,145.00	7,001,446.00	10,546,591.00	1,286,200.00	9,858,850.00	11,145,050.00	5.7%
5) TOTAL, REVENUES			174,191,262.00	64,584,364.00	238,775,626.00	182,513,454.00	61,471,496.00	243,984,950.00	2.2%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	68,236,341.00	23,297,594.00	91,533,935.00	59,322,427.00	27,926,364.00	87,248,791.00	-4.7%
2) Classified Salaries		2000-2999	17,118,310.00	12,859,818.00	29,978,128.00	14,825,026.00	15,059,653.00	29,884,679.00	-0.3%
3) Employee Benefits		3000-3999	32,628,229.00	12,784,329.00	45,412,558.00	30,840,837.00	15,297,572.00	46,138,409.00	1.6%
4) Books and Supplies		4000-4999	6,666,772.00	16,286,571.00	22,953,343.00	7,211,709.00	8,045,863.00	15,257,572.00	-33.5%
5) Services and Other Operating Expenditures		5000-5999	13,626,260.00	17,769,139.00	31,395,399.00	16,749,537.00	13,801,971.00	30,551,508.00	-2.7%
6) Capital Outlay		6000-6999	132,908.00	981,072.00	1,113,980.00	8,000.00	109,010.00	117,010.00	-89.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	955,017.00	1,730,000.00	2,685,017.00	938,000.00	1,765,000.00	2,703,000.00	0.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(2,264,288.00)	1,484,944.00	(779,344.00)	(1,619,804.00)	903,801.00	(716,003.00)	-8.1%
9) TOTAL, EXPENDITURES			137,099,549.00	87,193,467.00	224,293,016.00	128,275,732.00	82,909,234.00	211,184,966.00	-5.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			37,091,713.00	(22,609,103.00)	14,482,610.00	54,237,722.00	(21,437,738.00)	32,799,984.00	126.5%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(38,716,479.00)	38,716,479.00	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(39,716,479.00)	38,716,479.00	(1,000,000.00)	(37,381,214.00)	37,381,214.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,624,766.00)	16,107,376.00	13,482,610.00	16,856,508.00	15,943,476.00	32,799,984.00	143.3%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	15,165,228.00	2,373,995.00	17,539,223.00	12,540,462.00	18,481,371.00	31,021,833.00	76.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,165,228.00	2,373,995.00	17,539,223.00	12,540,462.00	18,481,371.00	31,021,833.00	76.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,165,228.00	2,373,995.00	17,539,223.00	12,540,462.00	18,481,371.00	31,021,833.00	76.9%
2) Ending Balance, June 30 (E + F1e)			12,540,462.00	18,481,371.00	31,021,833.00	29,396,970.00	34,424,847.00	63,821,817.00	105.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	18,481,371.00	18,481,371.00	0.00	34,424,847.00	34,424,847.00	86.3%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments									
Bus replacement	0000	9780	3,692,000.00	0.00	3,692,000.00	14,473,720.00	0.00	14,473,720.00	292.0%
Textbook set-aside	0000	9780				150,000.00		150,000.00	
1x funds Building Maintenance	0000	9780				2,000,000.00		2,000,000.00	
Pandemic Learning and Recovery	0000	9780				1,542,000.00		1,542,000.00	
Bus replacement	0000	9780				10,781,720.00		10,781,720.00	
Textbook set-aside	0000	9780	150,000.00		150,000.00				
1x funds Building Maintenance	0000	9780	2,000,000.00		2,000,000.00				
		9780	1,542,000.00		1,542,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	8,728,462.00	0.00	8,728,462.00	14,803,250.00	0.00	14,803,250.00	69.6%
Unassigned/Unappropriated Amount			0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	0.00	0.00	0.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL ASSETS			0.00	0.00	0.00				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL LIABILITIES			0.00	0.00	0.00				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30									

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>LCFF SOURCES</b>									
Principal Apportionment State Aid - Current Year		8011	114,798,494.00	0.00	114,798,494.00	124,986,475.00	0.00	124,986,475.00	8.9%
Education Protection Account State Aid - Current Year		8012	28,261,438.00	0.00	28,261,438.00	29,204,594.00	0.00	29,204,594.00	3.3%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	161,196.00	0.00	161,196.00	161,196.00	0.00	161,196.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,612.00	0.00	6,612.00	6,612.00	0.00	6,612.00	0.0%
County & District Taxes Secured Roll Taxes		8041	23,752,179.00	0.00	23,752,179.00	23,752,179.00	0.00	23,752,179.00	0.0%
Unsecured Roll Taxes		8042	516,193.00	0.00	516,193.00	516,193.00	0.00	516,193.00	0.0%
Prior Years' Taxes		8043	82,039.00	0.00	82,039.00	82,039.00	0.00	82,039.00	0.0%
Supplemental Taxes		8044	623,263.00	0.00	623,263.00	623,263.00	0.00	623,263.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	222,758.00	0.00	222,758.00	222,758.00	0.00	222,758.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>168,424,172.00</b>	<b>0.00</b>	<b>168,424,172.00</b>	<b>179,555,309.00</b>	<b>0.00</b>	<b>179,555,309.00</b>	<b>6.6%</b>
<b>LCFF Transfers</b>									
Unrestricted LCFF Transfers - Current Year	0000	8091	(1,000,000.00)		(1,000,000.00)	(1,500,000.00)		(1,500,000.00)	50.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			167,424,172.00	0.00	167,424,172.00	178,055,309.00	0.00	178,055,309.00	6.3%
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	3,002,045.00	3,002,045.00	0.00	3,001,264.00	3,001,264.00	0.0%
Special Education Discretionary Grants		8182	0.00	139,218.00	139,218.00	0.00	140,000.00	140,000.00	0.6%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		4,968,327.00	4,968,327.00		4,544,484.00	4,544,484.00	-8.5%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		244,748.00	244,748.00		906,731.00	906,731.00	270.5%
Title III, Part A, Immigrant Student Program	4201	8290		29,457.00	29,457.00		34,000.00	34,000.00	15.4%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		663,415.00	663,415.00		1,650,992.00	1,650,992.00	148.9%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		272,218.00	272,218.00		1,053,809.00	1,053,809.00	287.1%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	26,096,259.00	26,096,259.00	0.00	33,457,759.00	33,457,759.00	28.2%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	35,415,687.00	35,415,687.00	0.00	44,789,039.00	44,789,039.00	26.5%
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	371,984.00	371,984.00	0.00	371,761.00	371,761.00	-0.1%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	488,945.00	0.00	488,945.00	488,945.00	0.00	488,945.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,393,000.00	780,220.00	3,173,220.00	2,393,000.00	780,115.00	3,173,115.00	0.0%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		3,835,499.00	3,835,499.00		3,300,000.00	3,300,000.00	-14.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	340,000.00	17,179,528.00	17,519,528.00	290,000.00	2,371,731.00	2,661,731.00	-84.8%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>3,221,945.00</b>	<b>22,167,231.00</b>	<b>25,389,176.00</b>	<b>3,171,945.00</b>	<b>6,823,607.00</b>	<b>9,995,552.00</b>	<b>-60.6%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	2,000.00	0.00	2,000.00	2,000.00	0.00	2,000.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	152,000.00	0.00	152,000.00	155,000.00	0.00	155,000.00	2.0%
Interest		8660	300,000.00	0.00	300,000.00	180,000.00	0.00	180,000.00	-40.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	150,000.00	0.00	150,000.00	0.00	0.00	0.00	-100.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF									

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,941,145.00	64,446.00	3,005,591.00	949,200.00	117,701.00	1,066,901.00	-64.5%
Tuition		8710	0.00	137,000.00	137,000.00	0.00	110,000.00	110,000.00	-19.7%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		6,800,000.00	6,800,000.00		9,631,149.00	9,631,149.00	41.6%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL. OTHER LOCAL REVENUE</b>			<b>3,545,145.00</b>	<b>7,001,446.00</b>	<b>10,546,591.00</b>	<b>1,286,200.00</b>	<b>9,858,850.00</b>	<b>11,145,050.00</b>	<b>5.7%</b>
<b>TOTAL REVENUES</b>			<b>174,191,262.00</b>	<b>64,584,364.00</b>	<b>238,775,626.00</b>	<b>182,513,454.00</b>	<b>61,471,496.00</b>	<b>243,984,950.00</b>	<b>2.2%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	57,578,347.00	14,753,779.00	72,332,126.00	50,311,225.00	17,951,925.00	68,263,150.00	-5.6%
Certificated Pupil Support Salaries		1200	5,140,143.00	6,845,718.00	11,985,861.00	3,709,793.00	8,123,295.00	11,833,088.00	-1.3%
Certificated Supervisors' and Administrators' Salaries		1300	5,517,851.00	1,026,278.00	6,544,129.00	5,301,409.00	1,161,659.00	6,463,068.00	-1.2%
Other Certificated Salaries		1900	0.00	671,819.00	671,819.00	0.00	689,485.00	689,485.00	2.6%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>68,236,341.00</b>	<b>23,297,594.00</b>	<b>91,533,935.00</b>	<b>59,322,427.00</b>	<b>27,926,364.00</b>	<b>87,248,791.00</b>	<b>-4.7%</b>
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	1,432,621.00	6,071,955.00	7,504,576.00	481,968.00	7,418,240.00	7,900,208.00	5.3%
Classified Support Salaries		2200	5,136,067.00	3,948,071.00	9,084,138.00	3,435,652.00	4,359,123.00	7,794,775.00	-14.2%
Classified Supervisors' and Administrators' Salaries		2300	1,339,225.00	554,143.00	1,893,368.00	1,478,980.00	496,576.00	1,975,556.00	4.3%
Clerical, Technical and Office Salaries		2400	6,511,412.00	1,124,178.00	7,635,590.00	6,518,340.00	1,491,005.00	8,009,345.00	4.9%
Other Classified Salaries		2900	2,698,985.00	1,161,471.00	3,860,456.00	2,910,086.00	1,294,709.00	4,204,795.00	8.9%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>17,118,310.00</b>	<b>12,859,818.00</b>	<b>29,978,128.00</b>	<b>14,825,026.00</b>	<b>15,059,653.00</b>	<b>29,884,679.00</b>	<b>-0.3%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	10,767,136.00	3,118,433.00	13,885,569.00	10,074,865.00	3,524,951.00	13,599,816.00	-2.1%
PERS		3201-3202	3,921,849.00	2,787,117.00	6,708,966.00	3,911,938.00	3,447,817.00	7,359,755.00	9.7%
OASDI/Medicare/Alternative		3301-3302	2,331,845.00	1,307,136.00	3,638,981.00	2,082,171.00	1,384,167.00	3,466,338.00	-4.7%
Health and Welfare Benefits		3401-3402	10,844,730.00	3,156,577.00	14,001,307.00	9,631,146.00	3,858,566.00	13,489,712.00	-3.7%
Unemployment Insurance		3501-3502	41,357.00	16,689.00	58,046.00	909,092.00	422,322.00	1,331,414.00	2193.7%
Workers' Compensation		3601-3602	1,716,172.00	689,610.00	2,405,782.00	1,533,495.00	719,495.00	2,252,990.00	-6.4%
OPEB, Allocated		3701-3702	2,996,614.00	895,197.00	3,891,811.00	2,686,762.00	1,126,684.00	3,813,446.00	-2.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	8,526.00	813,570.00	822,096.00	11,368.00	813,570.00	824,938.00	0.3%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>32,628,229.00</b>	<b>12,784,329.00</b>	<b>45,412,558.00</b>	<b>30,840,837.00</b>	<b>15,297,572.00</b>	<b>46,138,409.00</b>	<b>1.6%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	1,000,000.00	730,220.00	1,730,220.00	1,200,000.00	640,115.00	1,840,115.00	6.4%
Books and Other Reference Materials		4200	142,706.00	335,416.00	478,122.00	52,089.00	91,345.00	143,434.00	-70.0%
Materials and Supplies		4300	4,873,488.00	7,421,996.00	12,295,484.00	5,541,920.00	7,096,910.00	12,638,830.00	2.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	650,578.00	7,062,371.00	7,712,949.00	417,700.00	217,493.00	635,193.00	-91.8%
Food		4700	0.00	736,568.00	736,568.00	0.00	0.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			6,666,772.00	16,286,571.00	22,953,343.00	7,211,709.00	8,045,863.00	15,257,572.00	-33.5%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	2,180,000.00	9,495,599.00	11,675,599.00	3,850,000.00	8,027,552.00	11,877,552.00	1.7%
Travel and Conferences		5200	257,058.00	319,221.00	576,279.00	335,005.00	286,973.00	621,978.00	7.9%
Dues and Memberships		5300	122,305.00	4,623.00	126,928.00	121,320.00	6,185.00	127,505.00	0.5%
Insurance		5400 - 5450	1,763,742.00	0.00	1,763,742.00	1,725,000.00	0.00	1,725,000.00	-2.2%
Operations and Housekeeping Services		5500	2,908,750.00	12,000.00	2,920,750.00	2,805,500.00	0.00	2,805,500.00	-3.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	587,505.00	281,346.00	868,851.00	1,097,844.00	263,597.00	1,361,441.00	56.7%
Transfers of Direct Costs		5710	(28,228.00)	28,228.00	0.00	(106,845.00)	106,845.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(12,166.00)	19,836.00	7,670.00	(18,700.00)	42,000.00	23,300.00	203.8%
Professional/Consulting Services and Operating Expenditures		5800	5,316,417.00	6,795,210.00	12,111,627.00	6,233,783.00	5,050,319.00	11,284,102.00	-6.8%
Communications		5900	530,877.00	813,076.00	1,343,953.00	706,630.00	18,500.00	725,130.00	-46.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			13,626,260.00	17,769,139.00	31,395,399.00	16,749,537.00	13,801,971.00	30,551,508.00	-2.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	15,000.00	5,000.00	20,000.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	99,625.00	488,042.00	587,667.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	18,283.00	488,030.00	506,313.00	8,000.00	109,010.00	117,010.00	-76.9%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>132,908.00</b>	<b>981,072.00</b>	<b>1,113,980.00</b>	<b>8,000.00</b>	<b>109,010.00</b>	<b>117,010.00</b>	<b>-89.5%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	50,000.00	50,000.00	20,000.00	0.00	20,000.00	-60.0%
Payments to County Offices		7142	548,000.00	1,680,000.00	2,228,000.00	500,000.00	1,765,000.00	2,265,000.00	1.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	89,209.00	0.00	89,209.00	98,000.00	0.00	98,000.00	9.9%
Other Debt Service - Principal		7439	317,808.00	0.00	317,808.00	320,000.00	0.00	320,000.00	0.7%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>955,017.00</b>	<b>1,730,000.00</b>	<b>2,685,017.00</b>	<b>938,000.00</b>	<b>1,765,000.00</b>	<b>2,703,000.00</b>	<b>0.7%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(1,484,944.00)	1,484,944.00	0.00	(903,801.00)	903,801.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(779,344.00)	0.00	(779,344.00)	(716,003.00)	0.00	(716,003.00)	-8.1%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(2,264,288.00)</b>	<b>1,484,944.00</b>	<b>(779,344.00)</b>	<b>(1,619,804.00)</b>	<b>903,801.00</b>	<b>(716,003.00)</b>	<b>-8.1%</b>
<b>TOTAL EXPENDITURES</b>			<b>137,099,549.00</b>	<b>87,193,467.00</b>	<b>224,293,016.00</b>	<b>128,275,732.00</b>	<b>82,909,234.00</b>	<b>211,184,966.00</b>	<b>-5.8%</b>



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	-100.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	-100.0%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(38,716,479.00)	38,716,479.00	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			(38,716,479.00)	38,716,479.00	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			(39,716,479.00)	38,716,479.00	(1,000,000.00)	(37,381,214.00)	37,381,214.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	167,424,172.00	0.00	167,424,172.00	178,055,309.00	0.00	178,055,309.00	6.3%
2) Federal Revenue		8100-8299	0.00	35,415,687.00	35,415,687.00	0.00	44,789,039.00	44,789,039.00	26.5%
3) Other State Revenue		8300-8599	3,221,945.00	22,167,231.00	25,389,176.00	3,171,945.00	6,823,607.00	9,995,552.00	-60.6%
4) Other Local Revenue		8600-8799	3,545,145.00	7,001,446.00	10,546,591.00	1,286,200.00	9,858,850.00	11,145,050.00	5.7%
5) TOTAL REVENUES			174,191,262.00	64,584,364.00	238,775,626.00	182,513,454.00	61,471,496.00	243,984,950.00	2.2%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		88,661,578.00	45,857,460.00	134,519,038.00	80,694,106.00	47,445,640.00	128,139,746.00	-4.7%
2) Instruction - Related Services	2000-2999		12,592,449.00	5,070,205.00	17,662,654.00	12,597,384.00	5,652,015.00	18,249,399.00	3.3%
3) Pupil Services	3000-3999		12,708,277.00	19,347,665.00	32,055,942.00	13,009,480.00	17,212,947.00	30,222,427.00	-5.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	43,724.00	43,724.00	0.00	44,536.00	44,536.00	1.9%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		12,882,650.00	6,671,762.00	19,554,412.00	14,035,988.00	2,592,125.00	16,628,113.00	-15.0%
8) Plant Services	8000-8999		9,299,578.00	8,472,651.00	17,772,229.00	7,000,774.00	8,196,971.00	15,197,745.00	-14.5%
9) Other Outgo	9000-9999	Except 7600-7699	955,017.00	1,730,000.00	2,685,017.00	938,000.00	1,765,000.00	2,703,000.00	0.7%
10) TOTAL EXPENDITURES			137,099,549.00	87,193,467.00	224,293,016.00	128,275,732.00	82,909,234.00	211,184,966.00	-5.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>									
			37,091,713.00	(22,609,103.00)	14,482,610.00	54,237,722.00	(21,437,738.00)	32,799,984.00	126.5%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(38,716,479.00)	38,716,479.00	0.00	(37,381,214.00)	37,381,214.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(39,716,479.00)	38,716,479.00	(1,000,000.00)	(37,381,214.00)	37,381,214.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,624,766.00)	16,107,376.00	13,482,610.00	16,856,508.00	15,943,476.00	32,799,984.00	143.3%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	15,165,228.00	2,373,995.00	17,539,223.00	12,540,462.00	18,481,371.00	31,021,833.00	76.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,165,228.00	2,373,995.00	17,539,223.00	12,540,462.00	18,481,371.00	31,021,833.00	76.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,165,228.00	2,373,995.00	17,539,223.00	12,540,462.00	18,481,371.00	31,021,833.00	76.9%
2) Ending Balance, June 30 (E + F1e)			12,540,462.00	18,481,371.00	31,021,833.00	29,396,970.00	34,424,847.00	63,821,817.00	105.7%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores		9712	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	18,481,371.00	18,481,371.00	0.00	34,424,847.00	34,424,847.00	86.3%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	3,692,000.00	0.00	3,692,000.00	14,473,720.00	0.00	14,473,720.00	292.0%
Bus replacement	0000	9780				150,000.00		150,000.00	
Textbook set-aside	0000	9780				2,000,000.00		2,000,000.00	
1x funds Building Maintenance	0000	9780				1,542,000.00		1,542,000.00	
Pandemic Learning and Recovery	0000	9780				10,781,720.00		10,781,720.00	
Bus replacement	0000	9780	150,000.00		150,000.00				
Textbook set-aside	0000	9780	2,000,000.00		2,000,000.00				
1x funds Building Maintenance	0000	9780	1,542,000.00		1,542,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	8,728,462.00	0.00	8,728,462.00	14,803,250.00	0.00	14,803,250.00	69.6%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
3210	Elementary and Secondary School Emergency Relief (ESSER) Fund	1,500.00	0.00
3212	Elementary and Secondary School Relief II (ESSER II) Fund	0.00	2,750,100.00
3213	Elementary and Secondary School Relief III (ESSER III) Fund	0.00	18,961,274.00
3214	Elementary and Secondary School Relief III (ESSER III) Fund	0.00	4,740,319.00
3215	Governor's Emergency Education Relief Fund: Learning Loss Mitigati	61,430.00	0.00
5640	Medi-Cal Billing Option	452,479.00	730,381.00
7311	Classified School Employee Professional Development Block Grant	71,135.00	71,135.00
7388	SB 117 COVID-19 LEA Response Funds	253,865.00	253,865.00
7422	In-Person Instruction (IPI) Grant	1,870,343.00	0.00
7425	Expanded Learning Opportunities (ELO) Grant	11,425,065.00	2,777,186.00
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Sta	1,158,341.00	97,032.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	3,164,479.00	4,020,821.00
9010	Other Restricted Local	22,734.00	22,734.00
<b>Total, Restricted Balance</b>		<b>18,481,371.00</b>	<b>34,424,847.00</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	85,444.00	0.00	-100.0%
3) Other State Revenue		8300-8599	2,611,680.00	2,109,039.00	-19.2%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	0.0%
5) TOTAL, REVENUES			2,701,124.00	2,113,039.00	-21.8%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,323,308.00	1,198,752.00	-9.4%
3) Employee Benefits		3000-3999	457,011.00	522,982.00	14.4%
4) Books and Supplies		4000-4999	797,312.00	138,153.00	-82.7%
5) Services and Other Operating Expenditures		5000-5999	101,302.00	100,750.00	-0.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	128,855.00	104,402.00	-19.0%
9) TOTAL, EXPENDITURES			2,807,788.00	2,065,039.00	-26.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(106,664.00)	48,000.00	-145.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(106,664.00)	48,000.00	-145.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	416,270.00	309,606.00	-25.6%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			416,270.00	309,606.00	-25.6%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			416,270.00	309,606.00	-25.6%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	309,606.00	357,606.00	15.5%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	85,444.00	0.00	-100.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>85,444.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	2,563,680.00	2,064,039.00	-19.5%
All Other State Revenue	All Other	8590	48,000.00	45,000.00	-6.3%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,611,680.00</b>	<b>2,109,039.00</b>	<b>-19.2%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	4,000.00	4,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,000.00</b>	<b>4,000.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>2,701,124.00</b>	<b>2,113,039.00</b>	<b>-21.8%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	987,574.00	881,111.00	-10.8%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	108,429.00	108,429.00	0.0%
Clerical, Technical and Office Salaries		2400	144,018.00	120,848.00	-16.1%
Other Classified Salaries		2900	83,287.00	88,364.00	6.1%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,323,308.00</b>	<b>1,198,752.00</b>	<b>-9.4%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	44,196.00	48,605.00	10.0%
PERS		3201-3202	190,666.00	196,393.00	3.0%
OASDI/Medicare/Alternative		3301-3302	82,715.00	77,658.00	-6.1%
Health and Welfare Benefits		3401-3402	53,174.00	45,813.00	-13.8%
Unemployment Insurance		3501-3502	651.00	14,502.00	2127.6%
Workers' Compensation		3601-3602	26,291.00	23,992.00	-8.7%
OPEB, Allocated		3701-3702	59,318.00	116,019.00	95.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>457,011.00</b>	<b>522,982.00</b>	<b>14.4%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	31.00	0.00	-100.0%
Materials and Supplies		4300	779,781.00	119,653.00	-84.7%
Noncapitalized Equipment		4400	17,500.00	18,500.00	5.7%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>797,312.00</b>	<b>138,153.00</b>	<b>-82.7%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	41,302.00	40,750.00	-1.3%
Dues and Memberships		5300	5,000.00	5,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	10,000.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	15,000.00	15,000.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	17,000.00	17,000.00	0.0%
Communications		5900	13,000.00	13,000.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>101,302.00</b>	<b>100,750.00</b>	<b>-0.5%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	128,855.00	104,402.00	-19.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>128,855.00</b>	<b>104,402.00</b>	<b>-19.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>2,807,788.00</b>	<b>2,065,039.00</b>	<b>-26.5%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	85,444.00	0.00	-100.0%
3) Other State Revenue		8300-8599	2,611,680.00	2,109,039.00	-19.2%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	0.0%
5) TOTAL, REVENUES			2,701,124.00	2,113,039.00	-21.8%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		2,168,184.00	1,481,216.00	-31.7%
2) Instruction - Related Services	2000-2999		510,749.00	479,421.00	-6.1%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		128,855.00	104,402.00	-19.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,807,788.00	2,065,039.00	-26.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(106,664.00)	48,000.00	-145.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(106,664.00)	48,000.00	-145.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	416,270.00	309,606.00	-25.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			416,270.00	309,606.00	-25.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			416,270.00	309,606.00	-25.6%
2) Ending Balance, June 30 (E + F1e)			309,606.00	357,606.00	15.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			309,606.00	357,606.00	15.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2020-21 Estimated Actuals</u>	<u>2021-22 Budget</u>
6130	Child Development: Center-Based Reserve Account	309,606.00	357,606.00
Total, Restricted Balance		<u>309,606.00</u>	<u>357,606.00</u>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	11,603,085.00	11,912,928.00	2.7%
3) Other State Revenue		8300-8599	1,269,933.00	872,599.00	-31.3%
4) Other Local Revenue		8600-8799	22,005.00	57,000.00	159.0%
5) TOTAL, REVENUES			12,895,023.00	12,842,527.00	-0.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,486,457.00	4,017,823.00	-10.4%
3) Employee Benefits		3000-3999	1,688,602.00	1,647,034.00	-2.5%
4) Books and Supplies		4000-4999	6,664,063.00	6,444,450.00	-3.3%
5) Services and Other Operating Expenditures		5000-5999	170,632.00	122,700.00	-28.1%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	650,489.00	611,601.00	-6.0%
9) TOTAL, EXPENDITURES			13,660,243.00	12,843,608.00	-6.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(765,220.00)	(1,081.00)	-99.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(765,220.00)	(1,081.00)	-99.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	964,501.00	199,281.00	-79.3%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			964,501.00	199,281.00	-79.3%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			964,501.00	199,281.00	-79.3%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	199,281.00	198,200.00	-0.5%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	11,103,085.00	11,101,003.00	0.0%
Donated Food Commodities		8221	500,000.00	811,925.00	62.4%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>11,603,085.00</b>	<b>11,912,928.00</b>	<b>2.7%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	1,269,933.00	872,599.00	-31.3%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,269,933.00</b>	<b>872,599.00</b>	<b>-31.3%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	4,983.00	41,000.00	722.8%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	16,000.00	16,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,022.00	0.00	-100.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>22,005.00</b>	<b>57,000.00</b>	<b>159.0%</b>
<b>TOTAL, REVENUES</b>			<b>12,895,023.00</b>	<b>12,842,527.00</b>	<b>-0.4%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	4,101,628.00	3,599,572.00	-12.2%
Classified Supervisors' and Administrators' Salaries		2300	222,780.00	219,165.00	-1.6%
Clerical, Technical and Office Salaries		2400	162,049.00	199,086.00	22.9%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			4,486,457.00	4,017,823.00	-10.4%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	929,062.00	899,933.00	-3.1%
OASDI/Medicare/Alternative		3301-3302	342,690.00	301,655.00	-12.0%
Health and Welfare Benefits		3401-3402	248,914.00	241,036.00	-3.2%
Unemployment Insurance		3501-3502	2,236.00	48,504.00	2069.2%
Workers' Compensation		3601-3602	89,729.00	80,389.00	-10.4%
OPEB, Allocated		3701-3702	75,971.00	75,517.00	-0.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			1,688,602.00	1,647,034.00	-2.5%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	379,500.00	227,450.00	-40.1%
Noncapitalized Equipment		4400	3,229.00	22,000.00	581.3%
Food		4700	6,281,334.00	6,195,000.00	-1.4%
<b>TOTAL, BOOKS AND SUPPLIES</b>			6,664,063.00	6,444,450.00	-3.3%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,800.00	6,080.00	237.8%
Dues and Memberships		5300	3,500.00	3,000.00	-14.3%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	34,500.00	40,000.00	15.9%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	36,600.00	30,420.00	-16.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(22,670.00)	(38,300.00)	68.9%
Professional/Consulting Services and Operating Expenditures		5800	116,902.00	80,000.00	-31.6%
Communications		5900	0.00	1,500.00	New
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>170,632.00</b>	<b>122,700.00</b>	<b>-28.1%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	650,489.00	611,601.00	-6.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>650,489.00</b>	<b>611,601.00</b>	<b>-6.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>13,660,243.00</b>	<b>12,843,608.00</b>	<b>-6.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	11,603,085.00	11,912,928.00	2.7%
3) Other State Revenue		8300-8599	1,269,933.00	872,599.00	-31.3%
4) Other Local Revenue		8600-8799	22,005.00	57,000.00	159.0%
5) TOTAL REVENUES			12,895,023.00	12,842,527.00	-0.4%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		12,975,254.00	12,192,007.00	-6.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		650,489.00	611,601.00	-6.0%
8) Plant Services	8000-8999		34,500.00	40,000.00	15.9%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			13,660,243.00	12,843,608.00	-6.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(765,220.00)	(1,081.00)	-99.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(765,220.00)	(1,081.00)	-99.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	964,501.00	199,281.00	-79.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			964,501.00	199,281.00	-79.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			964,501.00	199,281.00	-79.3%
2) Ending Balance, June 30 (E + F1e)			199,281.00	198,200.00	-0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	199,281.00	198,200.00	-0.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	62,420.00	83,556.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	22,084.00	5,440.00
5330	Child Nutrition: Summer Food Service Program Operations	114,777.00	109,204.00
<b>Total, Restricted Balance</b>		<b>199,281.00</b>	<b>198,200.00</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	1,000,000.00	1,500,000.00	50.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,509.00	5,000.00	99.3%
5) TOTAL, REVENUES			1,002,509.00	1,505,000.00	50.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	58,976.00	88,000.00	49.2%
5) Services and Other Operating Expenditures		5000-5999	91,198.00	160,000.00	75.4%
6) Capital Outlay		6000-6999	1,108,133.00	1,249,000.00	12.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,258,307.00	1,497,000.00	19.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(255,798.00)	8,000.00	-103.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,000,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			744,202.00	8,000.00	-98.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	372,699.00	1,116,901.00	199.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			372,699.00	1,116,901.00	199.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			372,699.00	1,116,901.00	199.7%
2) Ending Balance, June 30 (E + F1e)			1,116,901.00	1,124,901.00	0.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,116,901.00	1,124,901.00	0.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	1,000,000.00	1,500,000.00	50.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>1,000,000.00</b>	<b>1,500,000.00</b>	<b>50.0%</b>
<b>OTHER STATE REVENUE</b>					
All Other State Revenue					
		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	2,509.00	5,000.00	99.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,509.00</b>	<b>5,000.00</b>	<b>99.3%</b>
<b>TOTAL, REVENUES</b>			<b>1,002,509.00</b>	<b>1,505,000.00</b>	<b>50.1%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	58,976.00	88,000.00	49.2%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>58,976.00</b>	<b>88,000.00</b>	<b>49.2%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	91,198.00	160,000.00	75.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>91,198.00</b>	<b>160,000.00</b>	<b>75.4%</b>
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	354,515.00	450,000.00	26.9%
Buildings and Improvements of Buildings		6200	753,618.00	799,000.00	6.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>1,108,133.00</b>	<b>1,249,000.00</b>	<b>12.7%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,258,307.00</b>	<b>1,497,000.00</b>	<b>19.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	1,000,000.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,000,000.00	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			1,000,000.00	0.00	-100.0%



Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	1,000,000.00	1,500,000.00	50.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,509.00	5,000.00	99.3%
5) TOTAL, REVENUES			1,002,509.00	1,505,000.00	50.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,258,307.00	1,497,000.00	19.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,258,307.00	1,497,000.00	19.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(255,798.00)	8,000.00	-103.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,000,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,000,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			744,202.00	8,000.00	-98.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	372,699.00	1,116,901.00	199.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			372,699.00	1,116,901.00	199.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			372,699.00	1,116,901.00	199.7%
2) Ending Balance, June 30 (E + F1e)			1,116,901.00	1,124,901.00	0.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1,116,901.00	1,124,901.00	0.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	1,116,901.00	1,124,901.00
Total, Restricted Balance		1,116,901.00	1,124,901.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	106,085.00	0.00	-100.0%
5) TOTAL, REVENUES			106,085.00	0.00	-100.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	122,982.00	13,446.00	-89.1%
5) Services and Other Operating Expenditures		5000-5999	145,359.00	0.00	-100.0%
6) Capital Outlay		6000-6999	4,540,966.00	28,141,027.00	519.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	160,000.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,969,307.00	28,154,473.00	466.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(4,863,222.00)	(28,154,473.00)	478.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	18,083,087.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			18,083,087.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			13,219,865.00	(28,154,473.00)	-313.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	15,081,467.00	28,301,332.00	87.7%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			15,081,467.00	28,301,332.00	87.7%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			15,081,467.00	28,301,332.00	87.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	28,301,332.00	146,859.00	-99.5%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	106,085.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>106,085.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>TOTAL, REVENUES</b>			<b>106,085.00</b>	<b>0.00</b>	<b>-100.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	67,231.00	13,446.00	-80.0%
Noncapitalized Equipment		4400	55,751.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>122,982.00</b>	<b>13,446.00</b>	<b>-89.1%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	145,359.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			145,359.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	4,155.00	121,766.00	2830.6%
Land Improvements		6170	15,911.00	79,720.00	401.0%
Buildings and Improvements of Buildings		6200	4,513,558.00	26,279,989.00	482.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	7,342.00	1,659,552.00	22503.5%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			4,540,966.00	28,141,027.00	519.7%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	160,000.00	0.00	-100.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			160,000.00	0.00	-100.0%
<b>TOTAL, EXPENDITURES</b>			4,969,307.00	28,154,473.00	466.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	18,083,087.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>18,083,087.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>18,083,087.00</b>	<b>0.00</b>	<b>-100.0%</b>

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	106,085.00	0.00	-100.0%
5) TOTAL, REVENUES			106,085.00	0.00	-100.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		4,809,307.00	28,154,473.00	485.4%
9) Other Outgo	9000-9999	Except 7600-7699	160,000.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			4,969,307.00	28,154,473.00	466.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(4,863,222.00)	(28,154,473.00)	478.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	18,083,087.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			18,083,087.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			13,219,865.00	(28,154,473.00)	-313.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,081,467.00	28,301,332.00	87.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,081,467.00	28,301,332.00	87.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,081,467.00	28,301,332.00	87.7%
2) Ending Balance, June 30 (E + F1e)			28,301,332.00	146,859.00	-99.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			28,301,332.00	146,859.00	-99.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2020-21 Estimated Actuals</u>	<u>2021-22 Budget</u>
9010	Other Restricted Local	28,301,332.00	146,859.00
Total, Restricted Balance		28,301,332.00	146,859.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,473,650.00	950,000.00	-35.5%
5) TOTAL, REVENUES			1,473,650.00	950,000.00	-35.5%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	155,794.00	155,000.00	-0.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			155,794.00	155,000.00	-0.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,317,856.00	795,000.00	-39.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,317,856.00	795,000.00	-39.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	6,341,496.00	7,659,352.00	20.8%
b) Audit Adjustments			0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,341,496.00	7,659,352.00	20.8%
d) Other Restatements			0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,341,496.00	7,659,352.00	20.8%
2) Ending Balance, June 30 (E + F1e)			7,659,352.00	8,454,352.00	10.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted			7,659,352.00	8,454,352.00	10.4%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	775,000.00	300,000.00	-61.3%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	157,650.00	150,000.00	-4.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	541,000.00	500,000.00	-7.6%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			1,473,650.00	950,000.00	-35.5%
<b>TOTAL, REVENUES</b>			1,473,650.00	950,000.00	-35.5%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	142,294.00	140,000.00	-1.6%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	13,500.00	15,000.00	11.1%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>155,794.00</b>	<b>155,000.00</b>	<b>-0.5%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>155,794.00</b>	<b>155,000.00</b>	<b>-0.5%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,473,650.00	950,000.00	-35.5%
5) TOTAL, REVENUES			1,473,650.00	950,000.00	-35.5%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		13,500.00	15,000.00	11.1%
8) Plant Services	8000-8999		142,294.00	140,000.00	-1.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			155,794.00	155,000.00	-0.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			1,317,856.00	795,000.00	-39.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,317,856.00	795,000.00	-39.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,341,496.00	7,659,352.00	20.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,341,496.00	7,659,352.00	20.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,341,496.00	7,659,352.00	20.8%
2) Ending Balance, June 30 (E + F1e)			7,659,352.00	8,454,352.00	10.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			7,659,352.00	8,454,352.00	10.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	200,000.00	200,000.00	0.0%
5) TOTAL, REVENUES			200,000.00	200,000.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			200,000.00	200,000.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			200,000.00	200,000.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,804,096.00	10,004,096.00	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,804,096.00	10,004,096.00	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,804,096.00	10,004,096.00	2.0%
2) Ending Balance, June 30 (E + F1e)			10,004,096.00	10,204,096.00	2.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,004,096.00	10,204,096.00	2.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	200,000.00	200,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>200,000.00</b>	<b>200,000.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>200,000.00</b>	<b>200,000.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
<b>Other Transfers Out</b>					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
<b>Debt Service</b>					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL EXPENDITURES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	200,000.00	200,000.00	0.0%
5) TOTAL, REVENUES			200,000.00	200,000.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			200,000.00	200,000.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			200,000.00	200,000.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	9,804,096.00	10,004,096.00	2.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			9,804,096.00	10,004,096.00	2.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			9,804,096.00	10,004,096.00	2.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	10,004,096.00	10,204,096.00	2.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2020-21 Estimated Actuals</u>	<u>2021-22 Budget</u>
7710	State School Facilities Projects	10,004,096.00	10,204,096.00
Total, Restricted Balance		<u>10,004,096.00</u>	<u>10,204,096.00</u>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	97,124.00	97,229.00	0.1%
4) Other Local Revenue		8600-8799	15,315,363.00	14,689,025.00	-4.1%
5) TOTAL, REVENUES			15,412,487.00	14,786,254.00	-4.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	15,310,550.00	16,641,951.00	8.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			15,310,550.00	16,641,951.00	8.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			101,937.00	(1,855,697.00)	-1920.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	854,737.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			854,737.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			956,674.00	(1,855,697.00)	-294.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	15,042,931.00	15,999,605.00	6.4%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			15,042,931.00	15,999,605.00	6.4%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			15,042,931.00	15,999,605.00	6.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	15,999,605.00	14,143,908.00	-11.6%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	93,243.00	97,229.00	4.3%
Other Subventions/In-Lieu Taxes		8572	3,881.00	0.00	-100.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>97,124.00</b>	<b>97,229.00</b>	<b>0.1%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll					
		8611	14,355,658.00	13,914,262.00	-3.1%
Unsecured Roll		8612	713,518.00	734,763.00	3.0%
Prior Years' Taxes		8613	33,223.00	0.00	-100.0%
Supplemental Taxes		8614	125,722.00	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	87,242.00	40,000.00	-54.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>15,315,363.00</b>	<b>14,689,025.00</b>	<b>-4.1%</b>
<b>TOTAL, REVENUES</b>			<b>15,412,487.00</b>	<b>14,786,254.00</b>	<b>-4.1%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	5,995,000.00	7,625,000.00	27.2%
Bond Interest and Other Service Charges		7434	9,315,550.00	9,016,951.00	-3.2%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>15,310,550.00</b>	<b>16,641,951.00</b>	<b>8.7%</b>
<b>TOTAL, EXPENDITURES</b>			<b>15,310,550.00</b>	<b>16,641,951.00</b>	<b>8.7%</b>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	854,737.00	0.00	-100.0%
<b>(c) TOTAL, SOURCES</b>			<b>854,737.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>854,737.00</b>	<b>0.00</b>	<b>-100.0%</b>



Description	Function Codes	ObjectCodes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	97,124.00	97,229.00	0.1%
4) Other Local Revenue		8600-8799	15,315,363.00	14,689,025.00	-4.1%
5) TOTAL, REVENUES			15,412,487.00	14,786,254.00	-4.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	15,310,550.00	16,641,951.00	8.7%
10) TOTAL, EXPENDITURES			15,310,550.00	16,641,951.00	8.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			101,937.00	(1,855,697.00)	-1920.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	854,737.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			854,737.00	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			956,674.00	(1,855,697.00)	-294.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,042,931.00	15,999,605.00	6.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,042,931.00	15,999,605.00	6.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,042,931.00	15,999,605.00	6.4%
2) Ending Balance, June 30 (E + F1e)			15,999,605.00	14,143,908.00	-11.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	15,999,605.00	14,143,908.00	-11.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2020-21 Estimated Actuals</b>	<b>2021-22 Budget</b>
9010	Other Restricted Local	15,999,605.00	14,143,908.00
Total, Restricted Balance		<u>15,999,605.00</u>	<u>14,143,908.00</u>

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	4,421,078.00	0.0%
5) TOTAL, REVENUES			4,421,078.00	4,421,078.00	0.0%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,614,275.00	3,650,000.00	1.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,614,275.00	3,650,000.00	1.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			806,803.00	771,078.00	-4.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			806,803.00	771,078.00	-4.4%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,705,954.00	11,512,757.00	7.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,705,954.00	11,512,757.00	7.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,705,954.00	11,512,757.00	7.5%
2) Ending Net Position, June 30 (E + F1e)			11,512,757.00	12,283,835.00	6.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	11,512,757.00	12,283,835.00	6.7%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30					
(G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	67,740.00	67,740.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	4,353,338.00	4,353,338.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,421,078.00</b>	<b>4,421,078.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>4,421,078.00</b>	<b>4,421,078.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,614,275.00	3,650,000.00	1.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>3,614,275.00</b>	<b>3,650,000.00</b>	<b>1.0%</b>
<b>TOTAL, EXPENSES</b>			<b>3,614,275.00</b>	<b>3,650,000.00</b>	<b>1.0%</b>



Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	4,421,078.00	0.0%
5) TOTAL REVENUES			4,421,078.00	4,421,078.00	0.0%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,614,275.00	3,650,000.00	1.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENSES			3,614,275.00	3,650,000.00	1.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			806,803.00	771,078.00	-4.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			806,803.00	771,078.00	-4.4%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	10,705,954.00	11,512,757.00	7.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,705,954.00	11,512,757.00	7.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			10,705,954.00	11,512,757.00	7.5%
2) Ending Net Position, June 30 (E + F1e)			11,512,757.00	12,283,835.00	6.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	11,512,757.00	12,283,835.00	6.7%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	15,984	15,982		
Charter School				
<b>Total ADA</b>	<b>15,984</b>	<b>15,982</b>	<b>0.0%</b>	<b>Met</b>
Second Prior Year (2019-20)				
District Regular	15,603	15,623		
Charter School				
<b>Total ADA</b>	<b>15,603</b>	<b>15,623</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2020-21)				
District Regular	15,194	15,194		
Charter School		0		
<b>Total ADA</b>	<b>15,194</b>	<b>15,194</b>	<b>0.0%</b>	<b>Met</b>
Budget Year (2021-22)				
District Regular	15,194			
Charter School	0			
<b>Total ADA</b>	<b>15,194</b>			

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	16,530	16,134		
Charter School				
<b>Total Enrollment</b>	<b>16,530</b>	<b>16,134</b>	<b>2.4%</b>	<b>Not Met</b>
Second Prior Year (2019-20)				
District Regular	15,825	15,730		
Charter School				
<b>Total Enrollment</b>	<b>15,825</b>	<b>15,730</b>	<b>0.6%</b>	<b>Met</b>
First Prior Year (2020-21)				
District Regular	15,207	15,131		
Charter School				
<b>Total Enrollment</b>	<b>15,207</b>	<b>15,131</b>	<b>0.5%</b>	<b>Met</b>
Budget Year (2021-22)				
District Regular	14,875			
Charter School				
<b>Total Enrollment</b>	<b>14,875</b>			

**2B. Comparison of District Enrollment to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:  
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

Enrollment projections for the 2018-2019 Adopted Budget anticipated flat enrollment, but actual enrollment decreased. Enrollment projections have been adjusted for continued declining enrollment

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2018-19)			
District Regular	15,603	16,134	
Charter School		0	
<b>Total ADA/Enrollment</b>	<b>15,603</b>	<b>16,134</b>	<b>96.7%</b>
Second Prior Year (2019-20)			
District Regular	15,194	15,730	
Charter School			
<b>Total ADA/Enrollment</b>	<b>15,194</b>	<b>15,730</b>	<b>96.6%</b>
First Prior Year (2020-21)			
District Regular	15,194	15,131	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>15,194</b>	<b>15,131</b>	<b>100.4%</b>
		Historical Average Ratio:	97.9%
		<b>District's ADA to Enrollment Standard (historical average ratio plus 0.5%):</b>	<b>98.4%</b>

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2021-22)				
District Regular	14,355	14,875		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>14,355</b>	<b>14,875</b>	<b>96.5%</b>	<b>Met</b>
1st Subsequent Year (2022-23)				
District Regular	13,924	14,412		
Charter School				
<b>Total ADA/Enrollment</b>	<b>13,924</b>	<b>14,412</b>	<b>96.6%</b>	<b>Met</b>
2nd Subsequent Year (2023-24)				
District Regular	13,748	14,266		
Charter School				
<b>Total ADA/Enrollment</b>	<b>13,748</b>	<b>14,266</b>	<b>96.4%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**4. CRITERION: LCFF Revenue**

**STANDARD:** Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

<sup>1</sup> Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

**4A. District's LCFF Revenue Standard**

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

**4A1. Calculating the District's LCFF Revenue Standard**

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

**Projected LCFF Revenue**

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
<b>Step 1 - Change in Population</b>				
a. ADA (Funded) (Form A, lines A6 and C4)	15,247.90	15,247.90	14,408.93	13,977.87
b. Prior Year ADA (Funded)		15,247.90	15,247.90	14,408.93
c. Difference (Step 1a minus Step 1b)		0.00	(838.97)	(431.06)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	-5.50%	-2.99%
<b>Step 2 - Change in Funding Level</b>				
a. Prior Year LCFF Funding		168,424,172.00	179,555,309.00	173,948,972.00
b1. COLA percentage		0.00%	5.07%	2.48%
b2. COLA amount (proxy for purposes of this criterion)		0.00	9,103,454.17	4,313,934.51
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		0.00%	5.07%	2.48%
<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)</b>		0.00%	-0.43%	-0.51%
<b>LCFF Revenue Standard (Step 3, plus/minus 1%):</b>		<b>-1.00% to 1.00%</b>	<b>-1.43% to .57%</b>	<b>-1.51% to .49%</b>

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	25,364,240.00	25,364,240.00	25,364,240.00	25,364,240.00
Percent Change from Previous Year		N/A	N/A	N/A
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
<b>Necessary Small School Standard (COLA Step 2c, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	168,424,172.00	179,555,309.00	173,948,972.00	173,909,057.00
District's Projected Change in LCFF Revenue:		6.61%	-3.12%	-0.02%
<b>LCFF Revenue Standard:</b>		<b>-1.00% to 1.00%</b>	<b>-1.43% to .57%</b>	<b>-1.51% to .49%</b>
<b>Status:</b>		Not Met	Not Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

**Explanation:**  
(required if NOT met)

LCFF revenue projections for the budget year and two subsequent fiscal years are estimated based on the LCFF Calculator Version 22.1b, which includes formula updates to incorporate the COLA assumptions from the Governor's 2021-22 May Revision. LCFF funding for the budget year is calculated based on the extended ADA hold-harmless provision, which maintains a higher funding level. However, LCFF funding for the first subsequent year is based on a two-year cumulative effect of reduced ADA due to actual declining enrollment.



**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2018-19)	141,120,320.24	169,231,015.27	83.4%
Second Prior Year (2019-20)	138,710,565.89	164,361,998.88	84.4%
First Prior Year (2020-21)	117,982,880.00	137,099,549.00	86.1%
	Historical Average Ratio:		84.6%

District's Reserve Standard Percentage (Criterion 10B, Line 4): District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
		3.0%	3.0%
	81.6% to 87.6%	81.6% to 87.6%	81.6% to 87.6%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2021-22)	104,988,290.00	128,275,732.00	81.8%	Met
1st Subsequent Year (2022-23)	104,910,209.00	128,315,846.00	81.8%	Met
2nd Subsequent Year (2023-24)	105,003,701.00	128,919,509.00	81.4%	Not Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:  
(required if NOT met)

The District's ratio of unrestricted salaries and benefits to total unrestricted general fund expenditures, is slightly lower than the standard, due to a shift of some salaries to restricted funds (COVID relief funds).

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	0.00%	-0.43%	-0.51%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-10.00% to 10.00%	-10.43% to 9.57%	-10.51% to 9.49%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-5.00% to 5.00%	-5.43% to 4.57%	-5.51% to 4.49%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2020-21)	35,415,687.00		
Budget Year (2021-22)	44,789,039.00	26.47%	Yes
1st Subsequent Year (2022-23)	20,240,914.00	-54.81%	Yes
2nd Subsequent Year (2023-24)	12,316,856.00	-39.15%	Yes

Explanation:  
(required if Yes)

Federal revenue in the 2021-22 budget year includes CARES Act, CRRSA Act, and American Recovery Plan funding, which is one-time funding to mitigate the effects of the COVID-19 pandemic. Some of this revenue is included in the first subsequent year, but removed entirely from the second subsequent year.

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)</b>			
First Prior Year (2020-21)	25,389,176.00		
Budget Year (2021-22)	9,995,552.00	-60.63%	Yes
1st Subsequent Year (2022-23)	7,876,429.00	-21.20%	Yes
2nd Subsequent Year (2023-24)	8,040,275.00	2.08%	No

Explanation:  
(required if Yes)

Other State revenue in 2020-21 fiscal year includes one-time funding to mitigate the effects of the COVID-19 pandemic. This revenue has been removed from subsequent years.

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)</b>			
First Prior Year (2020-21)	10,546,591.00		
Budget Year (2021-22)	11,145,050.00	5.67%	Yes
1st Subsequent Year (2022-23)	11,145,050.00	0.00%	No
2nd Subsequent Year (2023-24)	11,145,050.00	0.00%	No

Explanation:  
(required if Yes)

Other Local Revenue includes Special Education AB602 funding from the local SELPA, which fluctuates from year to year based on State funding to the local SELPA, as well as changes in district and county-wide enrollment and Special Education population.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)</b>			
First Prior Year (2020-21)	22,953,343.00		
Budget Year (2021-22)	15,257,572.00	-33.53%	Yes
1st Subsequent Year (2022-23)	13,174,791.00	-13.65%	Yes
2nd Subsequent Year (2023-24)	13,468,589.00	2.23%	No

Explanation:  
(required if Yes)

Expenditures in first prior year reflect costs to re-open schools, which were funded with one-time revenues.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2020-21)	31,395,399.00		
Budget Year (2021-22)	30,551,508.00	-2.69%	No
1st Subsequent Year (2022-23)	29,550,908.00	-3.28%	No
2nd Subsequent Year (2023-24)	30,209,893.00	2.23%	No

Explanation:  
(required if Yes)

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2020-21)	71,351,454.00		
Budget Year (2021-22)	65,929,641.00	-7.60%	Met
1st Subsequent Year (2022-23)	39,262,393.00	-40.45%	Not Met
2nd Subsequent Year (2023-24)	31,502,181.00	-19.77%	Not Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2020-21)	54,348,742.00		
Budget Year (2021-22)	45,809,080.00	-15.71%	Not Met
1st Subsequent Year (2022-23)	42,725,699.00	-6.73%	Met
2nd Subsequent Year (2023-24)	43,678,482.00	2.23%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:  
Federal Revenue  
(linked from 6B  
if NOT met)

Federal revenue in the 2021-22 budget year includes CARES Act, CRRSA Act, and American Recovery Plan funding, which is one-time funding to mitigate the effects of the COVID-19 pandemic. Some of this revenue is included in the first subsequent year, but removed entirely from the second subsequent year.

Explanation:  
Other State Revenue  
(linked from 6B  
if NOT met)

Other State revenue in 2020-21 fiscal year includes one-time funding to mitigate the effects of the COVID-19 pandemic. This revenue has been removed from subsequent years.

Explanation:  
Other Local Revenue  
(linked from 6B  
if NOT met)

Other Local Revenue includes Special Education AB602 funding from the local SELPA, which fluctuates from year to year based on State funding to the local SELPA, as well as changes in district and county-wide enrollment and Special Education population.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:  
Books and Supplies  
(linked from 6B  
if NOT met)

Expenditures in first prior year reflect costs to re-open schools, which were funded with one-time revenues.

Explanation:  
Services and Other Exps  
(linked from 6B  
if NOT met)

**7. CRITERION: Facilities Maintenance**

**STANDARD:** Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

**NOTE:** EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Per SB 98 and SB 820 of 2020, resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690 are excluded from the total general fund expenditures calculation.

**DATA ENTRY:** Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690)	210,008,055.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)				
c. Net Budgeted Expenditures and Other Financing Uses	210,008,055.00	3% Required Minimum Contribution (Line 2c times 3%) 6,300,241.65	Budgeted Contribution <sup>1</sup> to the Ongoing and Major Maintenance Account 6,345,250.00	Status Met

<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

**Explanation:**  
(required if NOT met and Other is marked)

**8. CRITERION: Deficit Spending**

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2018-19)	Second Prior Year (2019-20)	First Prior Year (2020-21)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	6,558,516.00	6,302,565.00	8,728,462.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	3,412,148.16	3,525,520.14	0.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	(3,019,193.10)	0.00
e. Available Reserves (Lines 1a through 1d)	9,970,664.16	6,808,892.04	8,728,462.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	218,617,188.48	213,091,623.57	225,293,016.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	218,617,188.48	213,091,623.57	225,293,016.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	4.6%	3.2%	3.9%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>1.5%</b>	<b>1.1%</b>	<b>1.3%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change In Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2018-19)	(10,021,278.75)	171,561,353.06	5.8%	Not Met
Second Prior Year (2019-20)	(1,396,889.65)	164,691,514.88	0.8%	Met
First Prior Year (2020-21)	(2,624,766.00)	138,099,549.00	1.9%	Not Met
Budget Year (2021-22) (Information only)	16,856,508.00	128,275,732.00		

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage levels for two or more of the previous three fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budgets, and what change, if any, will be made to ensure that the subsequent budgets are balanced within the standard.

Explanation:  
(required if NOT met)

The District experienced planned deficit spending in 2018-19, due to ongoing increases in required employer retirement contributions and significant unexpected Special Education expenses. The District identified and implemented expenditure cuts of approximately \$10 million for 2019-20; however, increased Special Education needs continue to be met through a lower level of planned deficit spending.

**9. CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA	
1.7%	0	to 300
1.3%	301	to 1,000
1.0%	1,001	to 30,000
0.7%	30,001	to 400,000
0.3%	400,001	and over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

**9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2018-19)	15,973,425.00	26,583,397.27	N/A	Met
Second Prior Year (2019-20)	15,507,327.00	16,562,118.52	N/A	Met
First Prior Year (2020-21)	10,880,866.00	15,165,228.00	N/A	Met
Budget Year (2021-22) (Information only)	12,540,462.00			

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

**STANDARD:** Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

**DATA ENTRY:** Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or \$71,000 (greater of)	0	to 300
4% or \$71,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	14,355	14,355	13,924
District's Reserve Standard Percentage Level:	3%	3%	3%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

**DATA ENTRY:** For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
  - a. Enter the name(s) of the SELPA(s): \_\_\_\_\_

- b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
	0.00		

**10B. Calculating the District's Reserve Standard**

**DATA ENTRY:** If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	211,184,966.00	211,027,863.00	214,065,068.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	211,184,966.00	211,027,863.00	214,065,068.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	6,335,548.98	6,330,835.89	6,421,952.04
6. Reserve Standard - by Amount (\$71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	6,335,548.98	6,330,835.89	6,421,952.04

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.  
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	14,803,250.00	21,183,746.00	30,083,814.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	14,803,250.00	21,183,746.00	30,083,814.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	7.01%	10.04%	14.05%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>6,335,548.98</b>	<b>6,330,835.89</b>	<b>6,421,952.04</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)



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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%  
or-\$ 20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2020-21)	(38,716,479.00)			
Budget Year (2021-22)	(37,381,214.00)	(1,335,265.00)	-3.4%	Met
1st Subsequent Year (2022-23)	(38,500,000.00)	1,118,786.00	3.0%	Met
2nd Subsequent Year (2023-24)	(39,000,000.00)	500,000.00	1.3%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2020-21)	0.00			
Budget Year (2021-22)	0.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2020-21)	1,000,000.00			
Budget Year (2021-22)	0.00	(1,000,000.00)	-100.0%	Not Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects  
Do you have any capital projects that may impact the general fund operational budget? No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

**Explanation:**  
(required if NOT met)

In the 2020-21 fiscal year, the District made an additional one-time contribution of \$1 million to Fund 140 - Deferred Maintenance, which will not continue in the budget year or subsequent years.

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?  (If No, skip item 2 and Sections S6B and S6C)

2. If Yes to Item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2021
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases	7	General Fund	General Fund	2,589,240
Certificates of Participation	26	General Fund	General Fund	8,000,000
General Obligation Bonds	25	Debt Service	Debt Service	256,486,520
Supp Early Retirement Program	1	General Fund	General Fund	813,568
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2021
<b>TOTAL:</b>				267,889,328

Type of Commitment (continued)	Prior Year (2020-21) Annual Payment (P & I)	Budget Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases	412,105	410,000	410,000	418,000
Certificates of Participation	160,000	160,000	575,500	575,500
General Obligation Bonds	16,641,951	16,641,951	16,641,951	16,641,951
Supp Early Retirement Program	813,568		0	0
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2020-21) Annual Payment (P & I)	Budget Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
<b>Total Annual Payments:</b>	18,027,624	17,211,951	17,627,451	17,635,451
<b>Has total annual payment increased over prior year (2020-21)?</b>		No	No	No

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**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

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DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

**Explanation:**  
(required if Yes  
to increase in total  
annual payments)

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**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

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DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

Yes

2. Yes - Funding sources will decrease or expire prior to the end of the commitment period, or one-time funding sources are being used for long-term commitment annual payments. Provide an explanation for how those funds will be replaced to continue annual debt service commitments.

**Explanation:**  
(required if Yes)

General Fund Revenues are used to pay for some long-term commitments, and General Fund revenues are projected to decrease in subsequent years.

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:  
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Eligible retired employees that were hired prior to 2013 have district-paid benefits to age 69.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	0	Governmental Fund	10,711,228
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4. OPEB Liabilities Data must be entered.

a. Total OPEB liability	90,785,916.00
b. OPEB plan(s) fiduciary net position (if applicable)	6,485,781.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	84,300,135.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jun 30, 2020

5. OPEB Contributions

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method			
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	4,004,982.00	3,389,824.00	338,934.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	4,004,982.00	4,273,096.00	4,493,556.00
d. Number of retirees receiving OPEB benefits	243	243	243

**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No
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2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

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3. Self-Insurance Liabilities  
a. Accrued liability for self-insurance programs  
b. Unfunded liability for self-insurance programs


4. Self-Insurance Contributions  
a. Required contribution (funding) for self-insurance programs  
b. Amount contributed (funded) for self-insurance programs

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	840.0	770.0	770.0	770.0

**Certificated (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations for the 2021-22 budget year have not been completely settled. In May 2020, an agreement was reached with OEA (teachers) for the 2020-21 year, which included salary agreements for both 2020-21 and 2021-22. Negotiations with OSSA (certificated support staff) have not been settled for either 2020-21 or 2021-22. NOTE: Prior Year 2nd Interim FTE reflects corrected number.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

Jun 02, 2021

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

Yes

If Yes, date of Superintendent and CBO certification:

May 21, 2021

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

No

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: Jul 01, 2020      End Date: Jun 30, 2022

5. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	Yes	Yes	Yes

**One Year Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year  
or

**Multiyear Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:



Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

--

7. Amount included for any tentative salary schedule increases

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
7,438,968	7,438,968	7,438,968
Capped at 13,219	Capped at 13,219	Capped at 13,219
-3.7%	0.0%	0.0%

**Certificated (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes		
3,366,560	3,366,560	3,366,560

Salary agreement with OEA (teachers) for 2020-21 are 1.5% off-schedule and 1.5% on-schedule, retroactive to July 1, 2020. Salary agreement with OEA (teachers) for 2021-22 is 2.25% on-schedule for three additional professional development days added to the work/duty calendar.

**Certificated (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
1,034,570	1,046,985	1,059,549
1.2%	1.2%	1.2%

**Certificated (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
Yes	Yes	Yes

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):


**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	652.5	662.0	662.0	662.0

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations for the 2020-21 and 2021-22 fiscal years have not been settled yet. NOTE: Prior Year 2nd Interim FTE reflects corrected number.

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year  
(2021-22)

1st Subsequent Year  
(2022-23)

2nd Subsequent Year  
(2023-24)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

**One Year Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year  
or

--

**Multiyear Agreement**

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

354,363

Budget Year  
(2021-22)

1st Subsequent Year  
(2022-23)

2nd Subsequent Year  
(2023-24)

7. Amount included for any tentative salary schedule increases

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**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
5,399,736	5,399,736	5,399,736
Capped at 12,027	Capped at 12,027	Capped at 12,027
0.0%	0.0%	0.0%

**Classified (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

No		
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**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
369,155	358,616	362,920
-7.4%	-2.8%	1.2%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
Yes	Yes	Yes

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	68.0	73.0	73.0	73.0

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	No	No	No
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

105,836

4. Amount included for any tentative salary schedule increases

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Amount included for any tentative salary schedule increases			

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	757,877	757,877	757,877
Percent of H&W cost paid by employer	Capped at 12.012	Capped at 12.012	Capped at 12.012
Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

**Management/Supervisor/Confidential Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments	125,423	125,797	126,174
Percent change in step & column over prior year	1.2%	1.2%	1.2%

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
Total cost of other benefits	49,495	49,495	49,495
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

2. Adoption date of the LCAP or an update to the LCAP.

**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

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**ADDITIONAL FISCAL INDICATORS**

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- |  |                                  |
|--|----------------------------------|
| A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?   | <input type="text" value="No"/>  |
| A2. Is the system of personnel position control independent from the payroll system?   | <input type="text" value="No"/>  |
| A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)   | <input type="text" value="Yes"/> |
| A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?  | <input type="text" value="No"/>  |
| A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment? | <input type="text" value="No"/>  |
| A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?  | <input type="text" value="Yes"/> |
| A7. Is the district's financial system independent of the county office system?  | <input type="text" value="No"/>  |
| A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)   | <input type="text" value="No"/>  |
| A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?  | <input type="text" value="Yes"/> |

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**  
(optional)

A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69.  
A9: A new Assistant Superintendent of Business & Fiscal Services (CBO) was hired as of March 4, 2021

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**End of School District Budget Criteria and Standards Review**

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Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	178,055,309.00	-3.15%	172,448,972.00	-0.02%	172,409,057.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	3,171,945.00	2.48%	3,250,609.00	0.61%	3,270,592.00
4. Other Local Revenues	8600-8799	1,286,200.00	0.00%	1,286,200.00	0.00%	1,286,200.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(37,381,214.00)	0.32%	(37,500,000.00)	8.00%	(40,500,000.00)
6. Total (Sum lines A1 thru A5c)		145,132,240.00	-3.89%	139,485,781.00	-2.17%	136,465,849.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				59,322,427.00		59,224,696.00
b. Step & Column Adjustment				702,269.00		701,096.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(800,000.00)		(800,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	59,322,427.00	-0.16%	59,224,696.00	-0.17%	59,125,792.00
2. Classified Salaries						
a. Base Salaries				14,825,026.00		15,002,926.00
b. Step & Column Adjustment				177,900.00		180,035.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	14,825,026.00	1.20%	15,002,926.00	1.20%	15,182,961.00
3. Employee Benefits	3000-3999	30,840,837.00	-0.51%	30,682,587.00	0.04%	30,694,948.00
4. Books and Supplies	4000-4999	7,211,709.00	2.40%	7,384,790.00	2.23%	7,549,471.00
5. Services and Other Operating Expenditures	5000-5999	16,749,537.00	2.40%	17,151,526.00	2.23%	17,534,005.00
6. Capital Outlay	6000-6999	8,000.00	25.00%	10,000.00	0.00%	10,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	938,000.00	-44.78%	518,000.00	0.00%	518,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,619,804.00)	2.40%	(1,658,679.00)	2.23%	(1,695,668.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		128,275,732.00	0.03%	128,315,846.00	0.47%	128,919,509.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		16,856,508.00		11,169,935.00		7,546,340.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		12,540,462.00		29,396,970.00		40,566,905.00
2. Ending Fund Balance (Sum lines C and D1)		29,396,970.00		40,566,905.00		48,113,245.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	14,473,720.00		19,263,159.00		17,909,431.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	14,803,250.00		21,183,746.00		30,083,814.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		29,396,970.00		40,566,905.00		48,113,245.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	14,803,250.00		21,183,746.00		30,083,814.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>		<b>14,803,250.00</b>		<b>21,183,746.00</b>		<b>30,083,814.00</b>
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. The District anticipates a shift of \$800,000 (10 certificated staff) from Unrestricted funding, to Restricted funding, for both 2022-23 and 2023-24.						



Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	44,789,039.00	-54.81%	20,240,914.00	-39.15%	12,316,856.00
3. Other State Revenues	8300-8599	6,823,607.00	-32.21%	4,625,820.00	3.11%	4,769,683.00
4. Other Local Revenues	8600-8799	9,858,850.00	0.00%	9,858,850.00	0.00%	9,858,850.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	37,381,214.00	0.32%	37,500,000.00	8.00%	40,500,000.00
6. Total (Sum lines A1 thru A5c)		98,852,710.00	-26.94%	72,225,584.00	-6.62%	67,445,389.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				27,926,364.00		29,071,080.00
b. Step & Column Adjustment				344,716.00		358,453.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				800,000.00		800,000.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	27,926,364.00	4.10%	29,071,080.00	3.98%	30,229,533.00
2. Classified Salaries						
a. Base Salaries				15,059,653.00		15,240,369.00
b. Step & Column Adjustment				180,716.00		182,884.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,059,653.00	1.20%	15,240,369.00	1.20%	15,423,253.00
3. Employee Benefits	3000-3999	15,297,572.00	13.88%	17,420,693.00	3.82%	18,086,636.00
4. Books and Supplies	4000-4999	8,045,863.00	-28.04%	5,790,001.00	2.23%	5,919,118.00
5. Services and Other Operating Expenditures	5000-5999	13,801,971.00	-10.16%	12,399,382.00	2.23%	12,675,888.00
6. Capital Outlay	6000-6999	109,010.00	-8.27%	100,000.00	0.00%	100,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,765,000.00	0.00%	1,765,000.00	0.00%	1,765,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	903,801.00	2.40%	925,492.00	2.23%	946,131.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		82,909,234.00	-0.24%	82,712,017.00	2.94%	85,145,559.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		15,943,476.00		(10,486,433.00)		(17,700,170.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		18,481,371.00		34,424,847.00		23,938,414.00
2. Ending Fund Balance (Sum lines C and D1)		34,424,847.00		23,938,414.00		6,238,244.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		
b. Restricted	9740	34,424,847.00		23,938,414.00		6,238,244.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		34,424,847.00		23,938,414.00		6,238,244.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
B1d. The District anticipates a shift of \$800,000 (10 certificated staff) from Unrestricted funding, to Restricted funding, for both 2022-23 and 2023-24.						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols C-A/A) (B)	2022-23 Projection (C)	% Change (Cols E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	178,055,309.00	-3.15%	172,448,972.00	-0.02%	172,409,057.00
2. Federal Revenues	8100-8299	44,789,039.00	-54.81%	20,240,914.00	-39.15%	12,316,856.00
3. Other State Revenues	8300-8599	9,995,552.00	-21.20%	7,876,429.00	2.08%	8,040,275.00
4. Other Local Revenues	8600-8799	11,145,050.00	0.00%	11,145,050.00	0.00%	11,145,050.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		243,984,950.00	-13.23%	211,711,365.00	-3.68%	203,911,238.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				87,248,791.00		88,295,776.00
b. Step & Column Adjustment				1,046,985.00		1,059,549.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	87,248,791.00	1.20%	88,295,776.00	1.20%	89,355,325.00
2. Classified Salaries						
a. Base Salaries				29,884,679.00		30,243,295.00
b. Step & Column Adjustment				358,616.00		362,919.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	29,884,679.00	1.20%	30,243,295.00	1.20%	30,606,214.00
3. Employee Benefits	3000-3999	46,138,409.00	4.26%	48,103,280.00	1.41%	48,781,584.00
4. Books and Supplies	4000-4999	15,257,572.00	-13.65%	13,174,791.00	2.23%	13,468,589.00
5. Services and Other Operating Expenditures	5000-5999	30,551,508.00	-3.28%	29,550,908.00	2.23%	30,209,893.00
6. Capital Outlay	6000-6999	117,010.00	-5.99%	110,000.00	0.00%	110,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,703,000.00	-15.54%	2,283,000.00	0.00%	2,283,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(716,003.00)	2.40%	(733,187.00)	2.23%	(749,537.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		211,184,966.00	-0.07%	211,027,863.00	1.44%	214,065,068.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		32,799,984.00		683,502.00		(10,153,830.00)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		31,021,833.00		63,821,817.00		64,505,319.00
2. Ending Fund Balance (Sum lines C and D1)		63,821,817.00		64,505,319.00		54,351,489.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	34,424,847.00		23,938,414.00		6,238,244.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	14,473,720.00		19,263,159.00		17,909,431.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	14,803,250.00		21,183,746.00		30,083,814.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		63,821,817.00		64,505,319.00		54,351,489.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	14,803,250.00		21,183,746.00		30,083,814.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 a thru E2c)		14,803,250.00		21,183,746.00		30,083,814.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		7.01%		10.04%		14.05%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4, enter projections)						
		14,355.10		14,355.10		13,924.04
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		211,184,966.00		211,027,863.00		214,065,068.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		211,184,966.00		211,027,863.00		214,065,068.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		6,335,548.98		6,330,835.89		6,421,952.04
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		6,335,548.98		6,330,835.89		6,421,952.04
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

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July 1 Budget  
2021-22 Budget  
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)  
W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)  
O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

**CHECKRESOURCE - (W) - The following codes for RESOURCE are not valid. Data should be corrected or narrative must be provided explaining why the exception (s) should be considered appropriate.** EXCEPTION

ACCOUNT				RESOURCE	VALUE
FD	RS	PY	GO - FN - OB		
01	3213	0	0000-0000-8290	3213	23,701,593.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).					
01	3213	0	0000-0000-8980	3213	-4,740,319.00
01	3214	0	0000-0000-8980	3214	4,740,319.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).					
01	3213	0	0000-0000-979Z	3213	18,961,274.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).					
01	3213	0	0000-0000-9740	3213	18,961,274.00
01	3214	0	0000-0000-979Z	3214	4,740,319.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).					
01	3214	0	0000-0000-9740	3214	4,740,319.00

**CHK-FUNDxRESOURCE - (W) - The following combinations for FUND and RESOURCE are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate.** EXCEPTION

ACCOUNT				FUND	RESOURCE	VALUE
FD	RS	PY	GO - FN - OB			
01	3213	0	0000-0000-8290	01	3213	23,701,593.00
01	3213	0	0000-0000-8980	01	3213	-4,740,319.00
01	3213	0	0000-0000-9740	01	3213	18,961,274.00
01	3213	0	0000-0000-979Z	01	3213	18,961,274.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III						

funds (American Recovery Plan).

01-3214-0-0000-0000-8980	01	3214	4,740,319.00
01-3214-0-0000-0000-9740	01	3214	4,740,319.00
01-3214-0-0000-0000-979Z	01	3214	4,740,319.00

Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).

**CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION**

<u>ACCOUNT</u>			
<u>FD - RS - PY - GO - FN - OB</u>	<u>RESOURCE</u>	<u>OBJECT</u>	<u>VALUE</u>
01-3213-0-0000-0000-8290	3213	8290	23,701,593.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).			
01-3213-0-0000-0000-8980	3213	8980	-4,740,319.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).			
01-3213-0-0000-0000-9740	3213	9740	18,961,274.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).			
01-3214-0-0000-0000-8980	3214	8980	4,740,319.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).			
01-3214-0-0000-0000-9740	3214	9740	4,740,319.00
Explanation:Resources 3213 and 3214 indicate budgeted revenue for ESSER III funds (American Recovery Plan).			

**CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION**

<u>ACCOUNT</u>			
<u>FD - RS - PY - GO - FN - OB</u>	<u>RESOURCE</u>	<u>OBJECT</u>	<u>VALUE</u>
01-7422-0-0000-0000-9791	7422	9791	1,870,343.00

**GENERAL LEDGER CHECKS**

**SUPPLEMENTAL CHECKS**

**EXPORT CHECKS**

Checks Completed.

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July 1 Budget  
2020-21 Estimated Actuals  
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

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O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

**IMPORT CHECKS**

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO - FN - OB			

01-7422-0-0000-0000-9740				7422	9740	1,870,343.00
Explanation:Resource 7422 records actual revenue received for the In-Person Instruction Grant in fiscal year 2020-21.						

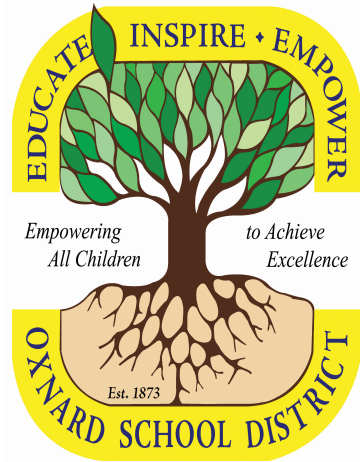
CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT				RESOURCE	OBJECT	VALUE
FD	RS	PY	GO - FN - OB			

01-3220-0-0000-0000-9791				3220	9791	-2,897,506.00
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**GENERAL LEDGER CHECKS****SUPPLEMENTAL CHECKS****EXPORT CHECKS**

Checks Completed.



# 2021/22 Proposed Adopted Budget and Education Protection Account

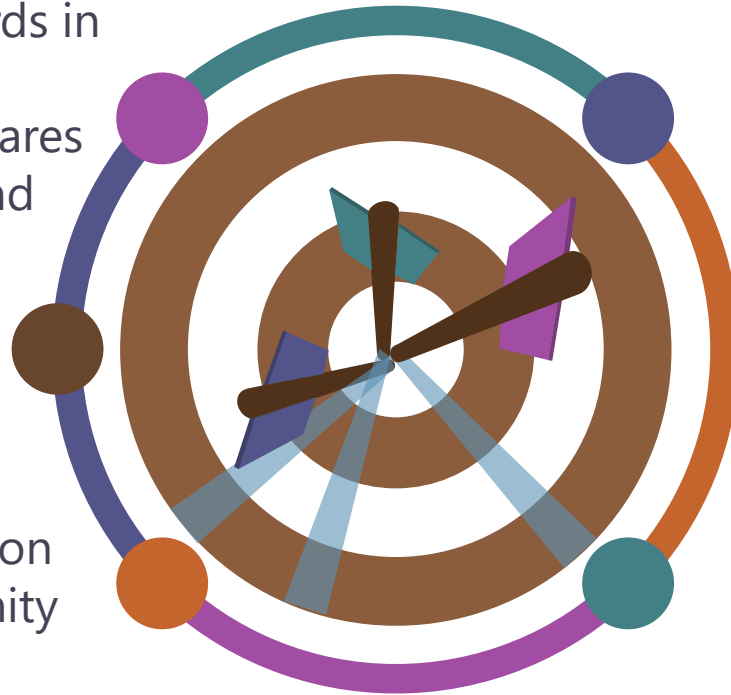
*Presenters:*  
*Ruth F. Quinto, CPA*  
*Assistant Superintendent, Business and Fiscal Services*  
*Mary Crandall Plasencia, Director of Finance*

June 23, 2021



# 2 Budget Development Guiding Principles

➤ All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.



➤ All students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness

➤ Improve communication with parents, community and staff.

➤ Fiscal stability and welcoming and clean school environments



# 3 Overview

- 2021/22 Governor's Proposed Budget
- Budget Summary and Highlights
- Education Protection Act
- Multi-year Summary
- Recommend Adoption



# 7 Proposed Budget Assumptions

Planning Factor	2021/22	2022/23	2023/24
Estimated Funded ADA (Average Daily Attendance)	15,184	14,345	13,914
Funded UPP (Unduplicated Pupil Percentage portion of students with higher needs)	90.66%	90.70%	90.60%
Estimated Cost of Living Adjustment (COLA) Applied to State Funded Programs	1.70% 5.07%	2.48%	3.11%
Step & Column	1.2%	1.2%	1.2%
STRS (Employer Contribution to Teachers Retirement System)	16.92%	19.10%	19.10%
PERS (Employer Contribution to Public Employees Retirement System)	22.91%	26.10%	27.10%
Unemployment Rate	1.23%	0.20%	0.20%
Consumer Price Index (CPI) Applied to Non-Salary Related Expenditures	3.84%	2.40%	2.23%





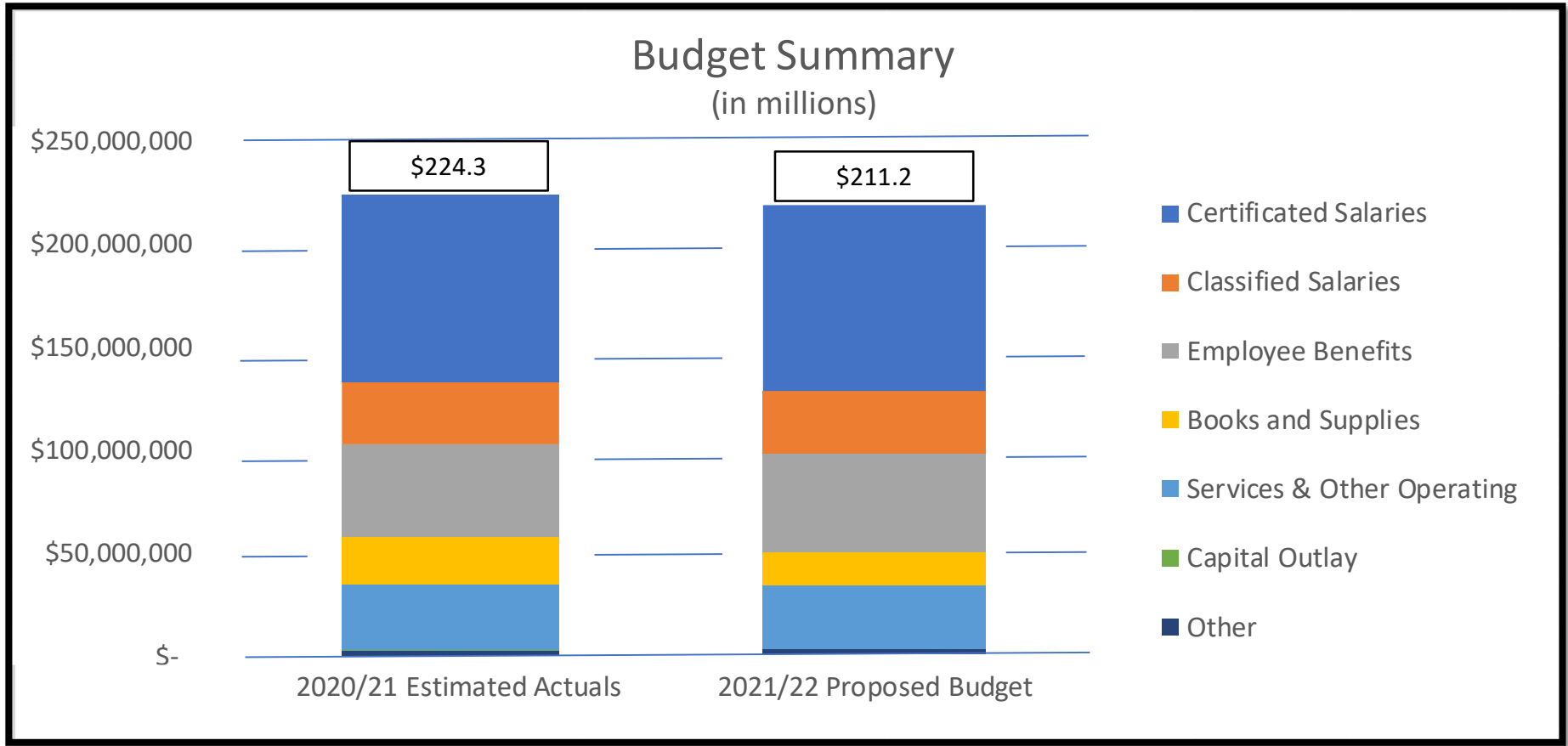
# Prioritization of Time Certain Resources Proposed Recommendations

Board Goal and Description	2020/21	2021/22	2022/23
<b>Instruction</b>			
Information Technology – 4 year student device refresh	\$2.8 million	\$3.5 million	\$2.0 million
<b>Human Capital</b>			
Human Resources– Intervention/Literacy Specialists, 2% one-time off-schedule payment, Temporary HR Manager	\$3.3 million	\$2.7 million	\$2.7 million
Educational Services and HR– Additional professional learning days	-0-	\$2.5 million	\$2.5 million
Information Technology – Continue two TSTs from temp to perm	\$180,000	\$180,000	\$180,000
<b>Safety and Student Welfare</b>			
Child Nutrition – Refrigerated truck, emergency freezer, replace cafeteria tables more than five years old,	-0-	\$455,000	-0-
Facilities/Maintenance –Temp Maint. Services Manager, Temporary crews, Fire Alarm inspections and upgrades	-0-	\$1.6 million	\$1.5 million
Health Services– LVNs for Care Rooms		\$620,000	\$620,000
Information Technology– Emergency systems, District office and Board room upgrades	\$260,000	-0-	-0-
<b>Communication</b>			
Information Technology– Temporary Website Master	-0-	\$140,000	\$140,000





# 2021/22 Budget – General Fund





# Education Protection Account

## Revenue – \$29,204,594

- Proposition 30 extended to 2030 with Proposition 55
  - ▣ Temporary tax increase
  - ▣ Governing board must approve a spending plan at a public hearing
  - ▣ Funds cannot be used on administrative costs
- Usage: All funds will be used for teacher salary/benefit costs as follows:

School	Amount	School	Amount
Brekke	\$1,098,292	Lopez	\$1,597,516
Chavez	\$1,697,361	Marina West	\$ 998,448
Curren	\$1,897,051	Marshall	\$1,547,594
Driffil	\$2,096,740	McAuliffe	\$1,048,370
Elm	\$1,098,292	McKinna	\$1,248,060
Frank	\$2,196,585	Ramona	\$1,048,370
Fremont	\$1,797,206	Ritchen	\$ 998,448
Harrington	\$1,048,370	Rose Avenue	\$ 898,603
Kamala	\$2,096,740	Sierra Linda	\$ 948,525
Lemonwood	\$1,897,051	Soria	\$1,946,97 <b>948</b>



# 8 Multi-Year Summary: 2020/21 through 2023/24

## Unrestricted General Fund

	<u>Estimated</u> <u>2020/21</u>	<u>Budget</u> <u>2021/22</u>	<u>Projected</u> <u>2022/23</u>	<u>Projected</u> <u>2023/24</u>
<b>Net Unrestricted General Fund Balance: (in millions)</b>	<b>\$ 8.73</b>	<b>\$14.80</b>	<b>\$21.20</b>	<b>\$30.10</b>
<b>Reserve level</b>	<b>3.87%</b>	<b>7.00%</b>	<b>10.00%</b>	<b>14.00%</b>

**State Minimum Reserve for Economic Uncertainties is 3.0%**  
**Board Policy 3100 – Recommended level 6.0% to 10.0% in stable times**



# 9 Upcoming Budget Discussions

Recommended Action:

2021/22 Adopted Budget and  
Education Protection Act





## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section D: Action Items

### **Approval of a Provisional Internship Permit in Special Education for the 2021-22 School Year for Yadira Alferes (Torres/Batista)**

---

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit in Special Education for Yadira Alferes to serve as a Special Education teacher for the 2021-22 school year, effective August 17, 2021.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Provisional Internship Permit in Special Education for Yadira Alferes, as presented.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section D: Action Items

### **Approval of a Variable Term Service Waiver in Speech Language Pathology for the 2021-22 School Year for Christina Harold (Torres/Batista)**

---

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

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** June 23, 2021

**Agenda Section:** Section F: Board Policies, First Reading

### **First Reading – Revisions to BP 3100 – Budget (Quinto)**

---

The administration is recommending revisions to BP 3100 – Budget to reflect and incorporate changes as recommended by the California School Boards Association (CSBA).

BP 3100 also includes language to establish a minimum reserve for economic uncertainties as referenced and recommended by several state and national agencies: CSBA; the Government Finance Officers Association (GFOA); the Governor’s Office; School Services of California (SSC); and, the credit rating agencies.

Adequate financial reserves provide the opportunity to stabilize the district’s fiscal position. Reserves provide options to respond to unexpected circumstances and a buffer when faced with fiscal challenges. Reserves protect the district from changes in state funding either from economic volatility and/or continued declining enrollment, as well as from unanticipated increases in expenditures. Maintaining adequate reserves mitigates these risks and provides stability and continuity of operations for the Oxnard community, and prudent planning for potential future capital investment.

For comparison, as most recently reported to the California Department of Education, the average reserve levels for all elementary school districts in the state of California was 22.7% (2019/20). Additionally, the Government Finance Officers Association recommends as a baseline, unrestricted reserves at 16.7% adjusted for local risk factors (recommended by CSBA). With the second interim budget report, Oxnard Unified reported our reserve for economic uncertainty at 3.2%, and our total unrestricted reserves at 6.7%.

In consideration of the risk factors and recommended guidance described above, the policy recommends a reserve for economic uncertainty at six to ten percent during stable economic times, and three to six percent in volatile economic times.

Policy changes are reflected as follows: deleted language is indicated by ~~strikethrough~~ font, and added language is indicated by *italicized* font.

#### **FISCAL IMPACT:**

N/A – Estimated reserve levels are within the recommendation included in revised BP 3100.

#### **RECOMMENDATION:**

None at this time. BP 3100 will be presented for second reading and adoption at the August 4, 2021 Board meeting.

**ADDITIONAL MATERIALS:**

**Attached:** [BP 3100 \(8 pages\)](#)

**BUDGET**

The ~~Governing Board~~ ~~Board of Trustees~~ recognizes its critical responsibility for adopting a sound budget for each fiscal year which is aligned with *and reflects* the district's vision, goals, ~~and~~ priorities, *local control and accountability plan (LCAP), and other comprehensive plans.* The district budget shall guide administrative decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

- (cf. 0000 - Vision)*
- (cf. 0200 - Goals for the School District)*
- (cf. 0400 - Comprehensive Plans)*
- (cf. 0460 - Local Control and Accountability Plan)*
- (cf. 3300 - Expenditures and Purchases)*
- (cf. 3460 - Financial Reports and Accountability)*
- (cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

**Budget Development and Adoption Process**

~~The Superintendent or designee shall establish an annual budget development process and calendar in accordance with the single budget adoption process described in Education Code 42127(i). He/she shall annually notify the County Superintendent of Schools of the district's decision to use the single budget adoption process in the subsequent year.~~

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

~~The Board encourages public input in the budget development process and shall hold public hearings and meetings in accordance with Education Code 42103 and 42127.~~*The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)*

- (cf. 9320 - Meetings and Notices)*
- (cf. 9322 - Agenda/Meeting Materials)*
- (cf. 9323 - Meeting Conduct)*

**BUDGET** (continued)

~~The budget that is formally adopted by the Board shall be in the format prescribed by the Superintendent of Public Instruction. The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.~~

*The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)*

*The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)*

*The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.*

*No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)*

*(cf. 1340 - Access to District Records)*

*If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)*

**Budget Advisory Committee**

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall ~~submit~~ <sup>develop</sup> recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board or the Superintendent or designee.

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 2230 - Representative and Deliberative Groups)*

*(cf. 3350 - Travel Expenses)*

*(cf. 9130 - Board Committees)*

*(cf. 9140 - Board Representatives)*

**BUDGET** (continued)**Budget Criteria and Standards**

~~In developing the~~ The district budget, ~~the Superintendent or designee shall be developed~~ *analyze in accordance with state* criteria and standards ~~adopted by the State Board of Education which address estimation of funded~~ *specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF-projected revenue limit, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee* ~~The budget review shall provide the~~ *also identify supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, regarding contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, and the status of labor collective bargaining agreements, the LCAP, and LCAP expenditures.* (Education Code 33127, 33128, 33129, 42127.01; 5 CCR 15440-15451)

*The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth.* (Education Code 42238.07; 5 CCR 15496)

*(cf. 3553 - Free and Reduced Price Meals)  
(cf. 6173.1 - Education for Foster Youth)  
(cf. 6174 - Education for English Learners)*

The Board shall establish and maintain a general fund reserve for economic uncertainty that meets or exceeds the requirements of law. *The Board recognizes the importance of maintaining reserve levels during stable and volatile economic times. During the stable times, the district will maintain: a general reserve for economic uncertainty of six percent to ten percent. In volatile economic times: a general reserve for economic uncertainty of three percent to six percent.*

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, categorical program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures. (Education Code 33128.3; 5 CCR 15450)

*(cf. 2210 - Administrative Discretion Regarding Board Policy)  
(cf. 3110 - Transfer of Funds)*

## BUDGET (continued)

**Fund Balance**

The ~~district Board~~ shall ~~adopt a formal resolution that provides for classification~~ *classify* of fund balances in the general fund and is ~~compliant~~ *compliance* with Governmental Accounting Standards Board (GASB) Statement 54., ~~as follows: The resolution also shall:~~

1. ~~Establish specific steps for committing funds that cannot be used for any other purpose unless the Board takes action to remove or change the constraint. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.~~
2. ~~Express the authority of the Board and/or delegate authority to other person(s) to identify intended uses of assigned funds. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.~~
3. ~~Establish the order in which fund balances will be spent when multiple fund balance types are available for an expenditure. Committed fund balance includes amounts constrained to specific purposes by the Board.~~

*For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.*

4. ~~Address the minimum fund balance in the general fund by establishing an appropriate level of unrestricted fund balance that will be maintained in the general fund, the circumstances under which the unrestricted fund balance can be spent down, and the procedure for replenishing deficiencies. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.~~

*The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.*

5. *Unassigned fund balance includes amounts that are available for any purpose.*

~~The Board reserves the authority to review and amend this resolution as needed to reflect changing circumstances and district needs.~~



**BUDGET** (continued)

*When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.*

*The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.*

*If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.*

**Reserve Balance**

*The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.*

*In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of ten percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)*

**Long-Term Financial Obligations**

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

*(cf. 4141/4241 - Collective Bargaining Agreement)*

*(cf. ~~4143/4243 - Negotiations/Consultation~~)*

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

*(cf. 7210 - Facilities Financing)*

*(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

*The Board may approve a plan for meeting the district's long-term obligations to fund contributions to the California Public Employees' Retirement System (CalPERS) which, to the extent possible, minimizes significant increases in annual general fund expenditures towards pension obligations. The plan may include prefunding required pension contributions through the California Employers' Pension Prefunding Trust Program pursuant to Government Code 21710-21716.*

**BUDGET** (continued)

The Board ~~shall~~ *may* approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

~~When the~~ *The Superintendent or designee shall annually presents a report to the Board on the estimated accrued but unfunded cost of OPEBs., the Board shall disclose, as* As a separate agenda item at the same meeting, *the Board shall disclose whether or not* it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

*The Superintendent or designee shall annually present a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims and the actuarial reports upon which the estimated costs are based. As a separate agenda item at the same meeting, the Board shall disclose whether it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)*

**Budget Amendments**

*No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)*

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval when the state budget is adopted, collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

## BUDGET (continued)

*Legal Reference:*EDUCATION CODE

1240 Duties of county superintendent of schools  
 33127-33131 Standards and criteria for local budgets and expenditures  
 35035 Powers and duties of superintendent  
 35161 Powers and duties, generally, of governing boards  
 42103 Public hearing on proposed budget; requirements for content of proposed budget  
 42122-42129 Budget requirements  
 42130-42134 Financial certifications  
 42140-~~42141~~ 42142 Disclosure of fiscal obligations  
 42602 Use of unbudgeted funds  
 42605 Tier 3 categorical flexibility  
 42610 Appropriation of excess funds and limitation thereon  
 44518-44519.2 Chief business officer training program  
 45253 Annual budget of personnel commission  
 45254 First year budget of personnel commission

GOVERNMENT CODE

7900-7914 Appropriations limit  
 21710-21716 California Employer's Pension Prefunding Trust Program

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure  
 15440-~~15451~~ 15497 Criteria and standards for school district budgets, supplemental and concentration grant expenditures

*Management Resources:*CSBA PUBLICATIONS

Maximizing School Board Governance: Budget Planning and Adoption, 2006  
Maximizing School Board Governance: Understanding District Budgets, 2006  
 School Finance CD-ROM, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December 2015  
~~September 2006~~

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: ~~Appropriate Level of Unrestricted Fund Balance in the General Fund~~, 2009 Fund Balance Guidelines for the General Fund, September 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009  
 Statement 45, Accounting and Financial Reporting ~~by Employers~~ for Post-employment Benefits Other Than Pensions, June 2004  
 Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999  
 Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009

*Management Resources: (continues on next page)*

**BUDGET** (continued)

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

Legislative Analyst's Office: <http://www.lao.ca.gov>

School Services of California, Inc.: <http://www.sscal.com>

Policy  
adopted: October 19, 2011  
Revised:

**OXNARD SCHOOL DISTRICT**  
Oxnard, California